

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ROBERT BARNES

TINA-MARIE SCHULTZ

TONYA GORDON

BUNNELL CITY COMMISSION MEETING

Monday, January 24, 2022

7:00 PM

1769 East Moody Boulevard (GSB),
Chambers Room
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: School Choice Week

B.2. Presentation: Pinning Ceremony Bunnell Police Department.

C. Consent Agenda:

C.1. Approval of Warrant

a. January 24, 2022 Warrant

C.2. Approval of Minutes

a. January 10, 2022 City Commission Meeting Minutes

C.3. Request Approval to Amend Letter Agreement for Analytical Laboratory Services

C.4. Request Approval to Amend Agreement #2020-04 Piggybacking Insituform Technology's Cured In Place Pipe Lining Contract With The City of Daytona Beach

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

E. Ordinances: (Legislative):

E.1. Ordinance 2021-44 Proposing an Amendment to the Bunnell City Charter Providing for Residency Districts for the Election of City Commissioners. - First

Reading

- E.2.** Ordinance 2022-03 Requesting to change the official zoning map for 200± acres of land, owned by Deen Properties, LLC, Bearing the Parcel IDs: 11-12-29-0000-01031-0000 & 11-12-29-0000-04040-0000 from Flagler County, AC- Agricultural to City of Bunnell, AG&S, Agriculture & Silviculture and C-1, Conservation Districts. - First Reading
- E.3.** Ordinance 2022-02 Requesting to change the official zoning map for 552.5± acres of land, owned by Middle Haw Creek Land, LLC, Bearing the Parcel IDs: 19-13-30-1650-01060-0030, 18-13-30-0000-01020-0000, and 07-13-30-0000-03010-0030 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agricultural & Silviculture and C-1, Conservation Districts. - First Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

- H.1.** Approval of Business Incentive Request- VRE Hold Co. Inc

I. Reports:

- **City Clerk**
- **City Attorney**
- **City Manager**

City Manager's Monthly Report - December 2021

- **Mayor and City Commissioners**

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on January 18, 2021



Proclamation

WHEREAS, all children in the City of Bunnell should have access to the highest-quality education possible; and,

WHEREAS, the City of Bunnell recognizes the important role that an effective education plays in preparing all students in the City of Bunnell to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of the City of Bunnell; and,

WHEREAS, the City of Bunnell is home to a multitude of high-quality public and non-public schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, the City of Bunnell has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby proclaim January 23-29, 2022 as City of Bunnell School Choice Week.

Adopted this 24th day of January 2022

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

Agenda Item No. B.2.

Document Date: 1/10/2022 Amount:
Department: Police Account #:
Subject: Presentation: Pinning Ceremony Bunnell Police Department.
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:
Goal/Priority: Organizational Excellence

Summary/Highlights:

Cpl. Scott Bagwell, Cpl. Shane Groth and Det. Kyle Totten are being promoted to the rank of Sergeant in the Bunnell Police Department.

Background:

Cpl. Scott Bagwell begin his service with the City of Bunnell PD as a Reserve Officer and May 5, 2014 became a Full-time Officer, on February 25, 2013, promoted May 14, 2020 to Cpl. He has served and provided leadership with distinction.

Cpl. Shane Groth begin his service with the City of Bunnell PD as a Full-time Officer on June 24, 2013, on January 6, 2019 promoted to Cpl. He has served and provided leadership with distinction.

Det. Kyle Totten begin his service with the City of Bunnell PD as a Detective January 21, 2020. Det. Totten will be assuming the leadership for the Detective/Investigations Division

Staff Recommendation:

Chief Sneed and I recommend approval of the promotions to Sergeants for both Corporals Bagwell and Groth, and Det. Totten.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:



City of Bunnell, Florida

ATTACHMENTS:

Description
Proposed Minutes

Type
Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

BUNNELL CITY COMMISSION MINUTES

Monday, January 10, 2022

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge to the Flag.

Roll Call (Present): Mayor Catherine D. Robinson; Vice Mayor John Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; City Attorney John Cary; City Manager Alvin Jackson, Jr.; City Clerk Kristen Bates

Excused: Commissioner Bob Barnes

Invocation for our Military Troops and National Leaders

Mayor Robinson led the Invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Human Trafficking Awareness Month

Mayor Robinson read the proclamation into the record. Candi Wilkie, Family Life Center, accepted the Proclamation on behalf of the Seventh Circuit Task Force.

B.2. Proclamation: Stalking Awareness Month

Mayor Robinson read the proclamation into the record. Candi Wilkie, Family Life Center, accepted the Proclamation and spoke about the difficulty people have recognizing when they are being stalked.

C. Consent Agenda:

C.1. Approval of Warrant

a. January 10, 2022 Warrant

C.2. Approval of Minutes

a. December 22, 2021 City Commission Meeting Minutes

Motion: Approve the Consent Agenda

Motion by: Commission Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

Comments regarding items not on the agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes. None

E. Ordinances: (Legislative): None

E.1. Ordinance 2021-39 Requesting Voluntary Annexation of a 11.9± acre parcel of land located on the east side of Old Haw Creek Road approximately 1.1 miles south of West Moody Boulevard- Second Reading

City Attorney Cary read the short title into the record.

Motion: Adopt Ordinance 2021-39 Requesting Voluntary Annexation of a 11.9± acre parcel of land located on the east side of Old Haw Creek Road approximately 1.1 miles south of West Moody Boulevard- Second Reading

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

E.2. Ordinance 2022-01 Submittal of the Evaluation and Appraisal Review (EAR) of the 2030 Comprehensive Plan to the Florida Department of Economic Opportunity. - First Reading

City Attorney Cary read the short title into the record. This item was introduced and explained by Robert Jordon, Northeast Florida Regional Council Office. The City is required to submit an Evaluation and Appraisal Review of its Comprehensive Plan every 7 years to ensure the City's plan complies with State Statues. The proposed amendments to the plan were explained.

Motion: Approve Ordinance 2022-01 Submittal of the Evaluation and Appraisal Review (EAR) of the 2030 Comprehensive Plan to the Florida Department of Economic Opportunity. - First Reading

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: Vice Mayor asked if the City Attorney had reviewed the changes and was advised by Attorney Cary the document meets their legal review. Staff also advised the City Planner assisted in the review and amendment to the Plan.

Commissioner Schultz advised she attended the community forum held in October regarding the need to amend the City's Comprehensive Plan and found it very informative. She appreciates the amount of work it takes to get this completed.

Public Discussion: None

Vote: Motion carried unanimously

F. Resolutions: (Legislative):

F.1. Resolution 2022-01 Amending the FY 2021/2022 Budget

City Attorney Cary read the short title into the record. City Clerk Bates explained the funds are from one of the insurance claims for vandalism at the JB King Park.

Motion: Adopt Resolution 2022-01 Amending the FY 2021/2022 Budget

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: Mayor Robinson asked if the amount covered all the damages.

Staff advised it will with a small portion left over to assist with a event that occurred later in the year.

Public Discussion: None

Vote: Motion carried unanimously

G. Old Business: None

H. New Business: None

I. Reports:

- **City Clerk** – None
- **City Attorney** – None
- **City Manager** – Reminded the Commission of the ribbon cutting at the new SMA Access Center on East Moody Boulevard. Also reminded all about the MLK Parade and Celebration to be held this Saturday. There is a prayer breakfast, to be followed by a parade and then further events on the Carver Fields.
- **Mayor and City Commissioners**
 - **Commissioner Gordon** – Reminded all yesterday was National Law Enforcement Appreciation Day; she thanked all those in the Police department and serving in law enforcement for their service. She also advised she had a one-on-one with Interim Chief Snead and the City Manager and informed the Commission they should consider having a similar meeting.
 - **Vice Mayor Rogers** – None
 - **Commissioner Schultz** – None
 - **Mayor Robinson** – Read an e-mail aloud regarding the MLK Day Celebration and advised that she will not be able to participate due to a funeral service.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Gordon

Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

*****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule*****



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 12/30/2021 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Amend Letter Agreement for Analytical Laboratory Services
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Pace Analytical Second Amendment	Cover Memo
Lake County Original Contract	Contract

Summary/Highlights:

Staff is seeking approval to amend the letter of agreement with Pace Analytical Services for the second renewal term.

Background:

The original contract for Pace Analytical Laboratory Services was renewed by Lake County for analytical laboratory testing for an annual term commencing on 1/5/2022.

The Infrastructure Department has used Pace Analytical Services, Inc to furnish services, materials, and equipment in order to test its water throughout the City of Bunnell. By renewing the piggyback agreement, it will continue to allow for quick response to needed water analysis, streamline staff time, and overhead cost.

Staff Recommendation:

Approve the extension of the Lake County piggyback agreement with Pace Analytical Services, Inc.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

CONTRACT NO. 2022-01

**SECOND AMENDMENT TO LETTER AGREEMENT FOR
ANALYTICAL LABORATORY SERVICE
BETWEEN PACE ANALYTICAL SERVICES, AND
CITY OF BUNNELL, FLORIDA**

THIS SECOND AMENDMENT is made on this ____ date of _____, 2022 to that certain Letter Agreement ("Agreement") entered into by and between pace Analytical Services, LLC, a foreign limited liability company authorized to do business in the State of Florida, ("Contractor"), 8 East Tower Circle, Ormond Beach, FL 32174, and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 201 West Moody Boulevard, Bunnell, Florida 32110, effective as of May 9, 2018.

WHEREAS, Contractor executed an Analytical Laboratory Services Contract No. 17-0823 ("Contract No.17-0823) with the Lake County, Florida effective on January 6, 2018; and

WHEREAS, Lake County is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City of Bunnell was and continues to be in need of analytical laboratory services similar to the services Contractor was and continues to provide Lake County, which would allow compliance with regulations of the Florida Department of Environmental Protection (FDEP) and the US Environmental Protection Agency (EPA); and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, the Bunnell City Commission found Contract No.17-0823 was competitively bid by Lake County with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City of Bunnell to "piggyback" on the competitive pricing provided to Lake County in Contract No.17-0823; and 3) it was in the best interest of the residents of the City of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained Contract No.17-0823; and

WHEREAS, the parties agreed and consented to "piggyback" on the rates/prices and

terms and conditions in Contract No.17-0823, including all attachments, addenda, unit prices, and all other applicable documents; and

WHEREAS, although the term of the executed Agreement is due to expire on January 5, 2022, the Agreement also includes an option for the City to extend the term for 2 additional 1-year periods; and

WHEREAS, due to Contractors past performance, the City desires to exercise one of two options to extend the term of the Agreement for an additional year.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

- 1. **Incorporation by Reference.** The foregoing WHEREAS clauses are incorporated by reference.
- 2. **Term.** The term of the Agreement between the parties is hereby extended to January 5, 2023 by this Second Amendment.
- 3. **Effective Date.** This amendment shall be effective as of January 5, 2022.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

PACE ANALYTICAL SERVICES, LLC
Trevor K. Brenner

Print Name: TREVOR K BRENNER

Title: DIRECTOR - LABORATORY OPERATIONS

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of Jan., 2022, by Trevor Brenner of Pace, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Elizabeth Boivin Day
Signature of Notary Public - State of Florida

Elizabeth Boivin Day
Printed/Typed/Stamped Name of Notary

My commission expires:
July 19, 2023



CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: _____

ATTEST:

Kristen Bates, City Clerk

Approved as to Legal Form

Vose Law Firm, City Attorney



LAKE COUNTY
FLORIDA

January 10, 2018

David Chaffman – Sales Manager
Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, Florida 32174

Subject: Agreement for RFP 18-0823 “Analytical Laboratory Services” between Lake County, Florida and Pace Analytical Services, LLC.

Dear Mr. Chaffman:

Attached please find an original Agreement for your records. If you have any questions please feel free to contact me.

We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Susan Dugan".

Susan Dugan
Senior Contracting Officer

Original: David Chaffman – Sales Manager
Pace Analytical Services, LLC
Connie Rogers, Finance
Cc: County Attorney
File Copy

AM



Pace Analytical Services, Inc.
1800 Elm Street
Minneapolis, MN 55414
Phone: 612.607.6400
Fax: 612.607.6344

Memorandum of Authority

Let It Be Known that Robert W. Dempsey, General Manager of all Florida laboratory and service locations of Pace Analytical Services, Inc., has authority to bind Pace Analytical Services, Inc., a Minnesota corporation, to contractual obligations within the State of Florida. Robert (Bob) Dempsey is available by telephone at (386) 672-5668 or by email at bob.dempsey@pacelabs.com.

Steve A. Vanderboom
President and CEO

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
PACE ANALYTICAL SERVICES, LLC
FOR
ANALYTICAL LABORATORY SERVICES
RFP #17-0823**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Pace Analytical Services, LLC, a foreign limited liability company authorized to do business in the State of Florida, its successors and assigns (the CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #17-0823 seeking firms or individuals qualified to provide analytical laboratory services on an on-call basis that comply with regulations of the Florida Department of Environmental Protection (FDEP) and the United States Environment Protection Agency (EPA) in conjunction with the County's needs; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The above recitals are true and correct and incorporated in this Agreement.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to provide analytical laboratory services on an on-call basis that comply with regulations of the Florida Department of Environmental Protection (FDEP) and the United States Environment Protection Agency (EPA) in conjunction with the County's needs (the Service).

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials and equipment to complete the Service in accordance with the Scope of Services, attached and incorporated by reference as **Attachment A**, as modified or clarified by Addendum #1, dated August 9, 2017, attached and incorporated by reference as **Attachment B**. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 The term of this Agreement is as follows:

The CONTRACTOR and the COUNTY acknowledge that this Agreement is for a thirty-six (36) month term and that the CONTRACTOR shall complete the work as specified in the Scope of Services. The COUNTY has the option to renew this Agreement for up to two (2) additional one (1) year periods. The prices set forth in this Agreement will prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the CONTRACTOR's responsibility to request any pricing adjustment in writing under this provision. The CONTRACTOR's written request for adjustment must be submitted thirty (30) calendar days prior to expiration of the then current contract term and clearly substantiate the requested increase. The written request for adjustment must not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered. The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is the COUNTY's prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days will be granted for rain delays.

3.3 The CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service.

3.4 The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONTRACTOR during the term of this Agreement.

The CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

Article 4. Payment

4.1 The COUNTY shall pay and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations under this Agreement as provided in the Pricing Schedule which is attached and incorporated by reference as **Attachment C**.

A fixed lump sum price represents the CONTRACTOR's base bid plus the optional portion of the Service, including all applicable taxes, materials, labor, supervision, fuel, permits, licenses, management and

overhead, unless a duly authorized change order has been issued in accordance with the COUNTY's purchasing policies and procedures.

Any hourly rate quoted will be deemed to provide full compensation to the CONTRACTOR for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

4.2 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will not make payment on partial delivery of supplies, services, or materials.

4.3 The CONTRACTOR shall submit fully documented invoices that provide the basic information set forth below no later than fourteen (14) days after final results have been reviewed and approved. Such invoices must not be submitted for payment until such time as the service has been completed and the COUNTY's representative has reviewed and approved the service. Failure to submit invoices in the required manner will delay payment, and the CONTRACTOR may be considered in default of the Agreement.

For landfill samples, the CONTRACTOR's invoice must be itemized by "Landfill" and "Sample Type" as defined on the fee schedule (and not by analytical method or parameter). Should additional parameters be requested, they may be listed by well and method or parameter on separate lines from the routine parameters. Invoices must at a minimum contain the following information:

- Name of site.
- List of wells included on invoice.
- Time period or sample event for which the samples were collected.
- Number of samples for each Parameter Group Code.
- Charges for each Parameter Group Code.
- Amount of this invoice.

For landfill results, invoices based on analytical methods or individual wells will not be accepted unless approved in advance or unless additional parameters or methods not included in the sample type have been added to the event.

For sample events other than landfill, the sampling stations included on the invoice will also be shown.

4.4 In the event a sample is lost, destroyed or otherwise compromised by the CONTRACTOR, at the option of the County, a \$100.00 resampling fee may be deducted from the invoice for each well or station required to be resampled.

4.5 Liquidated damages for failure to deliver the required reports of the sampling results on time will follow the table below:

1 to 14 days late	\$50.00 per sample
Greater than 14 days late	\$25.00 per each additional day per sample
(Based upon calendar days and counting from original due date.)	

The amount of liquidated damages will not exceed the total amount to be invoiced for the sampling event.

Liquidated damages may also be assessed of up to \$50 per sample for incomplete or inaccurate data that must be corrected and if the corrected results are not delivered within five (5) working days after the CONTRACTOR has been notified of the problem.

4.6 In the event any part of this Agreement or the Service, is to be funded by Federal, State, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. County Responsibilities

5.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 The COUNTY retains the right to inspect all work to verify compliance with the Agreement.

Article 6. Special Terms and Conditions

6.1 Termination. This Agreement may be terminated by the COUNTY upon ten (10) calendar days' written notice to the other party; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required ten (10) calendar days' written notice, the COUNTY will reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR will be excluded from the above provision. Termination costs, if any, will not apply. The ten (10) calendar days' written notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be canceled and the CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

6.2 Assignment of Agreement. This Agreement may not be assigned except with the written consent of the COUNTY's Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated in this Agreement, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

6.3 Insurance.

A. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that the CONTRACTOR has coverage in accordance with the requirements of this section, must be furnished by the CONTRACTOR to the COUNTY's Project Manager and Procurement Services Director within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure the CONTRACTOR is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
-----------------------	-------------

- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

- (iv) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as an additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the RFP number in the Description of Operations section of the Certificate.

C. Certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

D. The CONTRACTOR must provide a copy to the COUNTY's of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

E. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions must appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer must reduce or eliminate such self-insured retentions; or the CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR and subcontractor providing such insurance.

I. The CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

K. Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, will relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth in this Agreement.

6.4 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR shall indemnify, and hold

the COUNTY and its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR's duties as set forth in this Agreement.

6.5 Independent Contractor. The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.8 Conflict of Interest. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.9 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

While the COUNTY has listed all major items which are utilized by County departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a County representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

6.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided in this Agreement.

6.11 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

6.12 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work under this Agreement.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

6.13 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY's Project Manager.

B. Any copyright derived from this Agreement will belong to the author. The author and the CONTRACTOR must expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable for the COUNTY's use which may include publishing in the COUNTY's documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SANDRA ROGERS, AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT SROGERS@LAKECOUNTYFL.GOV.

Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

6.14 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.15 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

6.16 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest must be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

Furthermore, the CONTRACTOR shall repair or replace any portion of any of the COUNTY's facility, whether interior or exterior, damaged by reason of the CONTRACTOR's operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

6.17 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

6.18 Accident Notification. If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

6.19 License. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement.

6.20 Material Safety Data Sheets. The CONTRACTOR shall provide two (2) complete sets of Material Safety Data Sheets (MSDS) to each of the COUNTY's divisions or department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Any time the content of an MSDS is revised, the CONTRACTOR shall promptly provide a new MSDS to the COUNTY which includes the new information relevant to the specific material.

Article 7. Miscellaneous Provisions

7.1 This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. The CONTRACTOR hereby waives its right to a jury trial for any action arising from the Agreement.

7.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

7.5 The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR's employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.7 The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

7.8 The employees of the CONTRACTOR will be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTOR will provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

7.9 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.10 With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated in this Agreement with the exception of the change in agency name.

7.11 The CONTRACTOR will be the prime contractor for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors may be made without consent of the COUNTY. The CONTRACTOR will be responsible

for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

7.12 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law.

7.13 The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.14 Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to the CONTRACTOR:

David Chaffman, Sales Manager
Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, Florida 32174

If to the COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

{Remainder of Page Intentionally Left Blank}

Agreement between Lake County, Florida and Pace Analytical Services, LLC for Analytical Laboratory Services; RFP #17-0823


8.2 This Agreement contains the following Attachments, all of which are incorporated in this Agreement:

Attachment A	Scope of Services
Attachment B	Addendums
Attachment C	Pricing

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Office of Procurement Services Director, signing by and through its Chairman and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

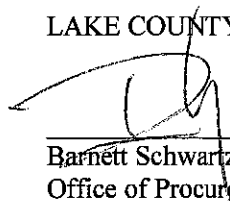
PACE ANALYTICAL SERVICES, LLC

By: 
Print Name: Bob Demsey
Title: General Manager

This 13 day of December, 2017.

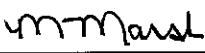
COUNTY

LAKE COUNTY, FLORIDA


Barnett Schwartzman
Office of Procurement Services Director

This 5th day of January, 2018

Approved as to form and legality:


Melanie Marsh
County Attorney

ATTACHMENT A: SCOPE OF SERVICES

SECTION 2 – STATEMENT OF WORK

RFP Number: 17-0823

SCOPE OF SERVICES

Section 2.1 Introduction

The County requires analytical laboratory services for compliance with all FDEP landfill permit specifications and other monitoring requirements. The laboratory chosen must demonstrate and maintain the ability to meet or exceed all regulatory, analytical and time frame requirements in addition to providing professional assistance to the County with respect to their monitoring program.

The County has four (4) solid waste facilities under permit for operation, expansion and/or closure by the Florida Department of Environmental Protection (FDEP). The facility names currently under permit are Lake County Central Solid Waste Management Facility (Central Facility) which consists of: Phase 1, Phase 2, Phase 3, C&D and MOP; Lady Lake; Log House; and Umatilla Landfills. Two of these (Lady Lake and Log House) do not currently require any water testing.

There are approximately 100 wells scheduled to be monitored at these facilities. In addition to ground water analysis, the Ground Water Monitoring Plans also require quality control samples, trip and equipment blanks. The general analytical requirements are shown in the table below. Estimates of wells and/or parameters are subject to change.

TABLE OF SCHEDULED LANDFILL MONITORING

<i>LANDFILL</i>	<i>SAMPLE TYPE</i>	<i>PARAMETER GROUP CODE*</i>	<i>APPROX. NUMBER OF SAMPLES</i>	<i>FREQUENCY (See Cost Sheet for Details)</i>
Lake County Central Solid Waste Management Facility (Central Facility)	Ground Water	NOO	59	Semiannually
	C & D	WCD	8	Semiannually
	Monitoring Only Plan (MOP)	MOP	37	Semiannually
Umatilla	Ground Water	UM	9	Semiannually

* A list of parameters in each Parameter Group is attached.

In addition to landfill monitoring, water quality samples may be taken from various other sites for purposes of determining compliance with County regulations. The County has a surface water quality monitoring program, a drinking water program and an industrial waste program. Although most of that work is being performed in-house, there may be analytical needs that could arise from that or other programs. Other County agencies may also have analysis service requirements that could be met under a contract resulting from this RFP.

County Staff will conduct related activities such as sample collection, measurements of ground water levels, rainfall measurements and reporting specified in the Ground Water Monitoring Plans.

Section 2.2 Minimum specifications for Laboratory Analytical Services

Provide laboratory services to comply with regulations of the Florida Department of Environmental Protection (FDEP) and the United States Environmental Protection Agency (EPA). There may also be other laboratory services that the County may require.

Section 2.2.1 Description

The work generally encompasses the analysis and reporting of samples listed in the Table of Scheduled Landfill Monitoring, above. Samples could also include those from other monitoring wells, surface water sites, storm water sites, sewage treatment plants and disposal systems; industrial, hazardous and agricultural waste disposal sites, leachate collection systems, public and private wells, soils, sludges, incinerator ash, other landfill samples, cuttings from monitor well installation and any other samples necessitating laboratory analysis. This Contract will also provide for professional services, including advice and professional assistance with monitoring programs; attendance at meetings with County staff, regulatory agencies or consultants; and/or testimony at hearings of administrative and judicial proceedings. The County, at its option, may choose to perform any or all analyses in house.

- A. The Laboratory shall deliver to the County sample bottles, containers and coolers required to conduct sampling in accordance to the requirements of all pertinent Quality Assurance Plans and the County's Chain of Custody forms. The cost of this service shall be included in the cost of analysis by the Laboratory and shall be included in the Proposal Price. All such bottles containers and coolers shall remain the property of the Laboratory.
- B. The Laboratory shall arrange for the samples and containers to be picked up and transported from the County to the Laboratory after collection by the County. The shipping cost/courier cost shall be included in the cost of analysis.
- C. In the event a sample is lost, destroyed or otherwise compromised by the Laboratory, at the option of the County, a resampling fee may be deducted from the invoice for each well or station required to be resampled as described in section 1.7.B.

- D. The Laboratory will be required to set up an electronic data deliverable (EDD) template as defined in writing by the County. The template will be for the purpose of delivering analytical results electronically. (The hourly charge for these services will be at the rate designated in the Analytical Cost Calculation Form in Section 4.) After the initial preparation, additional charges will not apply unless the County changes the EDD requirements. Notification of a change will be in writing. In addition to the EDD, the Laboratory will also be required to report data to the County in FDEP's ADaPT format.
- E. Professional services may be requested for work not directly related to sample analysis or preparation of a new EDD template. The County must approve in writing these services prior to those services being rendered.

Section 2.2.2 Inspection of Facilities

The County may conduct announced or unannounced periodic inspections of the laboratory facility, equipment, quality control records, analysis records of the Laboratory, and laboratory procedures. Any deficiencies or violations of the requirements of the contract documents detected on any inspection may be cause for suspension or termination of the contract.

Section 2.2.3 Analytical Constraints

- A. Within five (5) working days of receipt of notification by the County via e-mail, the Laboratory shall deliver to the County equipment necessary for the sampling and analysis, i.e., bottles, coolers, signed bottle form, etc.
- B. Testing on all samples shall be completed within EPA holding times.
- C. Testing shall be performed using EPA or other approved analytical methods as contained in the Proposal.
- D. All landfill analyses performed shall be reported at a minimum to the standards listed in the Groundwater Contamination Threshold Levels (GCTL). Any other project specific Reporting Detection Limit (RDLs) will be addressed on a per project basis.

Section 2.2.4 Location of Analysis

All analysis shall be performed at the same laboratory facilities specified in the contract. Analyses shall not be sent to another site or laboratory unless specifically approved in advance writing by the County.

Section 2.2.5 Reporting Procedures

- A. All analyses shall be completed and initially reported as described below, within thirty (30) calendar days of delivery to the Laboratory of the final sample for the landfill, sample type and sampling event, unless designated otherwise beforehand.
- B. The Laboratory shall check all landfill results using FDEP's ADaPT program. All problems shall be corrected prior to the results being reported to the County. All ADaPT reports shall be provided along with the results.

SECTION 2 – STATEMENT OF WORK

RFP Number: 17-0823

- C. Results of all analyses shall be submitted to the County in an electronic data deliverable (EDD) format file and (for all landfill samples) in ADaPT. All results of analyses including non-landfill results shall be reported in the EDD format. This also includes all equipment and trip blanks and other QA/QC data unless County specifically directs otherwise.
- D. Laboratory shall provide the EDD file by website, FTP download or email.
- E. At a minimum the laboratory reports shall be provided in the Adobe Acrobat or other electronic format as specified by the County. Hard copies may also be required. This reporting procedure shall be used unless the County directs in writing or email the Laboratory to use a different procedure.
- F. The County also requires all landfill data to be submitted in the FDEP ADaPT electronic format at no additional charge.
- G. Laboratory shall certify that data transmitted both electronically and on paper is accurate and complete.
- H. The quality control data reported with the analyses shall be in accordance with FDEP-QA, NELAP and/or replacement and the Laboratory's QSM.
- I. The final data report for each site sampling event, (sample analysis data, quality control data, and Quality Control Report for the sampling event), shall be forwarded along with the invoice, as a complete package, unless directed otherwise by the County.
- J. The Laboratory shall submit an annual Quality Assurance Report for all County projects of more than three (3) months duration. The first report shall be due to the requesting Department no later than six (6) months from the completion of the initial sampling event and **annually** thereafter. All landfill data may be treated as one project with a QA Report being prepared once each year.

The Quality Assurance Report shall include but not be limited to the following data:

- A summary of the results of all performance audits in which the Laboratory is/was a participant for the reporting year including but not limited to USGS, EPA and DHRS evaluations.
- A summary of the results of systems audits performed during the year.
- A summary of overall QA/QC problems, recommended corrective actions and the results of the corrective actions.
- A documentation of changes in personnel directly working on the project, to include professional resumes.
- Comparison of the measurement of accuracy, precision and completeness from one sampling event to another against the laboratory database for the same parameters.

- Copy of current laboratory certifications.
- Copy of FDEP approved Comprehensive Quality Assurance Plan, if it has changed since the previous QA report.
- A list of any changes to parameters certified to perform and/or detections limits for parameters required by the County.
- Whenever a substantial change in personnel has occurred (greater than 1/3 of the **assigned** staff listed in the Proposal) or a change to the Project Manager or Alternate, the Laboratory shall submit the professional qualifications information required under the proposal within thirty (30) calendar days of such change.
- Where the laboratory is planning to relocate the County shall be notified a minimum of three (3) months before that move.
- Any event that may prevent the Laboratory from performing under the contract shall be reported to the County as soon as possible. Notification via email or telephone is acceptable if followed in writing within one (1) week.

Section 2.2.6 Quality Control

- A. The County may send blind quality control samples as necessary. These could include field spikes and similar samples.
- B. The County requires one (1) trip blank sample per sampling day when VOCs are being analyzed.
- C. Quality samples, when requested by the County, shall be billed at the contracted Sample Type rate.
- D. The Laboratory shall maintain quality control records for each sampling event for five (5) years. These records shall be available to the County upon request.
- E. The minimum standards for quality control shall be as described in current versions of: DEP-SOP-001/01 sections FS2200, FQ1000 and FD1000, "Handbook for Analytical Quality Control in Water and Wastewater Laboratories", EPA-600/4-79-019 March 1979 and TNI Standard.

Section 2.3 Qualifications for Submission & Contracting**Section 2.3.1 General**

- A. Distance to Laboratory
To ensure sample integrity and for the ability to make periodic unannounced inspections, only those Laboratories within a 180-mile radius of Tavares will be considered.
- B. Location of Analysis

All analysis shall be performed at the same Laboratory facilities specified in the contract unless specifically approved in advance by County in writing.

C. Dividing of Samples

Analyses shall not be divided between two or more laboratory facilities owned by the Laboratory unless specifically approved in advance in writing by the County.

D. Various Required Plans

All required Laboratory health, safety and operating plans and procedures shall be available for review upon request by the County.

E. Methods used for Analysis

The Laboratory shall provide a list of analytical methods proposed to be used to meet requirements for each Sample Type. (See Attachment 3)

Section 2.3.2. Standards

A. NELAP/TNI Certifications

Laboratory facilities shall be at all times NELAP/TNI accredited by the State of Florida, Department of Health (DOH), to conduct analyses of all parameters in the List of Parameters herein, pursuant to Chapter 64E-1 F.A.C., Certification of Water Testing Laboratories and Environmental Water Analysis Programs. Proof of certifications shall be submitted with the proposal. This certification must be maintained for the entire contract period with updated copies provided throughout the duration of the contract. The County shall be notified in writing within five (5) working days of any changes in certification status for any or all parameters.

B. Laboratory Quality Systems Manual

The proposing Laboratory shall have an approved Quality Systems Manual or other approved equivalent plan, which shall be submitted with the proposal. Laboratory shall make the County aware of any approved changes or modifications in writing within five (5) working days. One copy shall be submitted with the proposal.

C. Submission of Evaluations

Copies of all Laboratory Proficiency Testing results over the past two (2) years shall be submitted with proposal.

D. Detection Limits

The Laboratory shall perform all analyses at or below the required detection limits. The RDLs shall be at or below State required GCTLs, MCLs or other recommended guidelines as stated in Federal, State or Local regulations. Both MDL and RDL are required to be reported with the results.

E. Subcontract Laboratories

If a subcontracted laboratory is necessary to perform any work required under this RFP, the same information required for the proposed laboratory must also be submitted for the subcontractor's laboratory. They will be evaluated under the same standards as the primary Laboratory relative to the portion of work they do.

If there is a possibility that a subcontract lab could be used, it is recommended that their qualifications be submitted well in advance.

In an emergency, a subcontract laboratory may be used only if pre-approved in writing and then only on a case-by-case basis.

F. Water Pollution (WP) & Water Supply (WS) Proficiency Testing Program

The Laboratory shall successfully participate in the NELAP/TNI required Water Pollution (WP) and Water Supply (WS) proficiency testing programs at least twice a year. Additionally, the Laboratory shall provide evidence of certification and a minimum of two (2) years of proficiency testing results.

G. Other Regulations

The Laboratory shall demonstrate compliance with all required Federal, State and Local regulations including the handling and disposing of hazardous waste.

H. Analytical methods

Analytical methods used to perform analyses shall remain consistent with original submittal unless the County approves the change in writing.

Section 2.3.3 Equipment

A. Minimum laboratory equipment requirements for inorganic analysis (Minimum of One Each):

1. Atomic Absorption Spectrophotometer with Flame Burning Unit, Graphite Furnace and Cold Vapor Absorption Apparatus installed with Autosampler and/or Inductively Coupled Plasma with Autosampler and/or ICP-MS with Autosampler
2. Digestion Apparatus

B. Minimum laboratory equipment requirements for organic analysis (Minimum of One Each):

1. Gas Chromatograph equipped with a minimum four detectors in tandem or standalone of any of the following type: Electron Capture, Flame Ionization, Hall Electron Capture, Flame Photometric, Photoionization, equipped with Auto Sampler and/or Purge and Trap concentrators.

2. Gas Chromatograph/Mass Spectrophotometer with Ion Trap, and appropriate detector(s) and sampling apparatus, (refer to GC)
3. HPLC using UV and Fluorescence Detectors, with Autosampler.
4. Total Organic Carbon Analyzer, with Infrared Detector Autosampler and sparging apparatus.

C. Minimum laboratory equipment requirements for Basic Environmental Chemistry Analysis

- a). Auto analyzer with Auto Sampler or Discrete Analyzer or IC or other equivalent
- b). Total Carbon Analyzer
- c). Bacteriological Apparatus for Presence/Absence, Most Probable Number and Membrane Filter Analysis.
- d). UV/Vis Spectrophotometer
- e). High Temperature Ovens
- f). Turbidity Meter
- g). Digestion Blocks with appropriate ventilation
- h). Assorted glassware

ATTACHMENT B: ADDENDUMS



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

Date: 8/9/2017

RFP 17-0823

Analytical Laboratory Services for Lake County

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with their response by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum **does not** change the date for receipt of bids or proposals.

The solicitation is hereby modified to include the attached documents, referenced within the solicitation as Attachments 2 & 3.

All other terms and conditions remain unchanged.

Receipt of addendum acknowledged:

Firm Name: Prody Analytical Services, LLC Date: 8/9/2017
Signature: [Handwritten Signature] Title: Sales Manager
Typed/Printed Name: David M. Chaffin

ATTACHMENT 12
GENERAL LIST OF LAB PARAMETERS

NOO – Includes the metals Mercury and Thallium and the 40 CFR, Part 258, Appendix I parameters less EPA Method 504 organics and metals. (Other metals, Total Ammonia as N, Nitrate as N, Chloride and TDS will be done by the County.) Central landfill

WCD – Includes, Sulfate, Mercury, and the EPA Method 601 and 602 Parameters. (Other metals, , Total Ammonia as N, Nitrate as N, Chloride and TDS will be done at by the County.) This is for the Central C&D landfill only.

MOP – Includes EPA 40 CFR, Part 258, Appendix I VOCs ONLY – NO metals, NO EDB/DBCP. (Total Ammonia as N, Chloride and TDS will be done by the County.) This is for the Monitoring Only Plan wells at Central landfill.

UM – benzene, total xylene. Umatilla Landfill only.

NOTE: All analysis must use detection limits at or below state standards and/or minimum criteria unless dilution of the sample is necessary due to high contaminant concentrations or the Method Detection Limit using the most sensitive and currently available technology is higher than a specific criterion, in which case the Practical Quantification Limit must be used.

For landfill sample analyses, the Ground Water Cleanup Threshold Limits (GCTLs) contained in Table 1 of FAC 62-777 shall be used as the minimum criteria. These are contained in "ATTACHMENT 3"

**ATTACHMENT T3
COMPLETE LIST OF ALL LAB AND FIELD PARAMETERS
AND REPORTING LIMITS**

Parameter Group	Lab	Method	Name	STORE Code	CSL	Reporting Units
MOP	Contract Lab	EPA8260	1,1,1,2-TETRACHLOROETHANE	77562	1.3	ug/L
MOP	Contract Lab	EPA8260	1,1,1-TRICHLOROETHANE	34506	200	ug/L
MOP	Contract Lab	EPA8260	1,1,2,2-TETRACHLOROETHANE	34516	0.2	ug/L
MOP	Contract Lab	EPA8260	1,1,2-TRICHLOROETHANE	34511	5	ug/L
MOP	Contract Lab	EPA8260	1,1-DICHLOROETHANE	34496	70	ug/L
MOP	Contract Lab	EPA8260	1,1-DICHLOROETHENE	34501	7	ug/L
MOP	Contract Lab	EPA8260	1,2,3-TRICHLOROPROPANE	77443	0.2	ug/L
MOP	Contract Lab	EPA8260	1,2-DICHLOROBENZENE	34536	600	ug/L
MOP	Contract Lab	EPA8260	1,2-DICHLOROETHANE	34531	3	ug/L
MOP	Contract Lab	EPA8260	1,2-DICHLOROPROPANE	34541	5	ug/L
MOP	Contract Lab	EPA8260	1,4-DICHLOROBENZENE	34571	75	ug/L
MOP	Contract Lab	EPA8260	ACETONE	81552	700	ug/L
MOP	Contract Lab	EPA8260	ACRYLONITRILE	34215	1	ug/L
MOP	Contract Lab	EPA8260	BENZENE	78124	1	ug/L
MOP	Contract Lab	EPA8260	BROMOCHLOROMETHANE	73085	91	ug/L
MOP	Contract Lab	EPA8260	BROMODICHLOROMETHANE	32101	0.6	ug/L
MOP	Contract Lab	EPA8260	BROMOFORM	32104	4.4	ug/L
MOP	Contract Lab	EPA8260	BROMOMETHANE	34413	9.8	ug/L
MOP	Contract Lab	EPA8260	CARBON DISULFIDE	77041	700	ug/L
MOP	Contract Lab	EPA8260	CARBON TETRACHLORIDE	32102	3	ug/L
MOP	Contract Lab	EPA8260	CHLOROBENZENE	34301	100	ug/L
MOP	Contract Lab	EPA8260	CHLOROETHANE	34311	12	ug/L
MOP	Contract Lab	EPA8260	CHLOROFORM	32106	5.7	ug/L
MOP	Contract Lab	EPA8260	CHLOROMETHANE	34418	2.7	ug/L
MOP	Contract Lab	EPA8260	CIS-1,2-DICHLOROETHENE	77093	70	ug/L
MOP	Contract Lab	EPA8260	CIS-1,3-DICHLOROPROPENE	34704	None	ug/L
MOP	Contract Lab	EPA8260	DIBROMOCHLOROMETHANE	32105	0.4	ug/L
MOP	Contract Lab	EPA8260	ETHYL BENZENE	34371	30	ug/L
MOP	Contract Lab	EPA8260	IODOMETHANE	77424	None	ug/L
MOP	Contract Lab	EPA8260	Methyl butyl ketone	77103	280	ug/L
MOP	Contract Lab	EPA8260	METHYL ETHYL KETONE	81595	4200	ug/L
MOP	Contract Lab	EPA8260	METHYLENE BROMIDE	77596	70	ug/L
MOP	Contract Lab	EPA8260	METHYLENE CHLORIDE	34423	5	ug/L
MOP	Contract Lab	EPA8260	Methyl-Isobutyl-Ketone	81596	None	ug/L
MOP	Contract Lab	EPA8260	STYRENE	77128	100	ug/L
MOP	Contract Lab	EPA8260	TETRACHLOROETHENE	34475	3	ug/L
MOP	Contract Lab	EPA8260	TOLUENE	78131	40	ug/L
MOP	Contract Lab	EPA8260	TRANS-1,2-DICHLOROETHENE	34546	100	ug/L
MOP	Contract Lab	EPA8260	TRANS-1,3-DICHLOROPROPENE	34699	None	ug/L

8260
v.v.
- 49

Addendum 1

RFP 17-0823

MOP	Contract Lab	EPA8260	TRANS-1,4-DICHLORO-2-BUTENE	49263	None	ug/L
MOP	Contract Lab	EPA8260	TRICHLOROETHENE	39180	3	ug/L
MOP	Contract Lab	EPA8260	TRICHLOROFLUOROMETHANE	34488	2100	ug/L
MOP	Contract Lab	EPA8260	VINYL ACETATE	77057	88	ug/L
MOP	Contract Lab	EPA8260	VINYL CHLORIDE	39175	1	ug/L
MOP	Contract Lab	EPA8260	XYLENE	81551	20	ug/L
MOP	Lake Co. Lab	DEPSOP	WATER LEVEL, ABOVE MSL (FEET)	82545	None	feet
MOP	Lake Co. Lab	EPA110.2	COLOR PCU	00080	None	ug/L
MOP	Lake Co. Lab	EPA120.1	SPECIFIC CONDUCTANCE, FIELD	00094	None	umhos/cm
MOP	Lake Co. Lab	EPA150.1	PH, FIELD	00406	None	s.u.
MOP	Lake Co. Lab	EPA170.1	TEMPERATURE, WATER (CENTIGRADE)	00010	None	degrees C
MOP	Lake Co. Lab	EPA180.1	TURBIDITY, FIELD NTU	82078	None	ntu
MOP	Lake Co. Lab	EPA360.1	OXYGEN, DISSOLVED	00299	None	mg/L
MOP	Lake Co. Lab	SM2540C	TOTAL DISSOLVED SOLIDS	70300	500	mg/L
MOP	Lake Co. Lab	SM4500CLB	CHLORIDE	00940	250	mg/L
NOO	Lake Co. Lab	EPA6010	ANTIMONY	01097	6	ug/L
NOO	Lake Co. Lab	EPA6010	ARSENIC	01002	10	ug/L
NOO	Lake Co. Lab	EPA6010	BARIUM	01007	2000	ug/L
NOO	Lake Co. Lab	EPA6010	BERYLLIUM	01012	4	ug/L
NOO	Lake Co. Lab	EPA6010	CADMIUM	01027	5	ug/L
NOO	Lake Co. Lab	EPA6010	CHROMIUM	01034	100	ug/L
NOO	Lake Co. Lab	EPA6010	COBALT	01037	420	ug/L
NOO	Lake Co. Lab	EPA6010	COPPER	01042	1000	ug/L
NOO	Lake Co. Lab	EPA6010	IRON	01045	300	ug/L
NOO	Lake Co. Lab	EPA6010	LEAD	01051	15	ug/L
NOO	Lake Co. Lab	EPA6010	NICKEL	01067	100	ug/L
NOO	Lake Co. Lab	EPA6010	SELENIUM	01147	50	ug/L
NOO	Lake Co. Lab	EPA6010	SILVER	01077	100	ug/L
NOO	Lake Co. Lab	EPA6010	SODIUM	00929	160	mg/L
NOO	Contract Lab	EPA6010	THALLIUM	01059	2	ug/L
NOO	Lake Co. Lab	EPA6010	VANADIUM	01087	49	ug/L
NOO	Lake Co. Lab	EPA6010	ZINC	01092	5000	ug/L
NOO	Contract Lab	EPA7470	MERCURY	71900	2	ug/L
NOO	Contract Lab	EPA8260	1,1,1,2-TETRACHLOROETHANE	77562	1.3	ug/L
NOO	Contract Lab	EPA8260	1,1,1-TRICHLOROETHANE	34506	200	ug/L
NOO	Contract Lab	EPA8260	1,1,2,2-TETRACHLOROETHANE	34516	0.2	ug/L
NOO	Contract Lab	EPA8260	1,1,2-TRICHLOROETHANE	34511	5	ug/L
NOO	Contract Lab	EPA8260	1,1-DICHLOROETHANE	34496	70	ug/L
NOO	Contract Lab	EPA8260	1,1-DICHLOROETHENE	34501	7	ug/L
NOO	Contract Lab	EPA8260	1,2,3-TRICHLOROPROPANE	77443	0.2	ug/L
NOO	Contract Lab	EPA8260	1,2-DICHLOROBENZENE	34536	600	ug/L
NOO	Contract Lab	EPA8260	1,2-DICHLOROETHANE	34531	3	ug/L
NOO	Contract Lab	EPA8260	1,2-DICHLOROPROPANE	34541	5	ug/L
NOO	Contract Lab	EPA8260	1,4-DICHLOROBENZENE	34571	75	ug/L

Addendum 1

8260 / ug

TL of Hg

12 x 16

23
+ 44

26 = 22.4

RFP 17-0823

NOO	Contract Lab	EPA8260	ACETONE	81552	700 ug/L
NOO	Contract Lab	EPA8260	ACRYLONITRILE	34215	1 ug/L
NOO	Contract Lab	EPA8260	BENZENE	78124	1 ug/L
NOO	Contract Lab	EPA8260	BROMOCHLOROMETHANE	73085	91 ug/L
NOO	Contract Lab	EPA8260	BROMODICHLOROMETHANE	32101	0.6 ug/L
NOO	Contract Lab	EPA8260	BROMOFORM	32104	4.4 ug/L
NOO	Contract Lab	EPA8260	BROMOMETHANE	34413	9.8 ug/L
NOO	Contract Lab	EPA8260	CARBON DISULFIDE	77041	700 ug/L
NOO	Contract Lab	EPA8260	CARBON TETRACHLORIDE	32102	3 ug/L
NOO	Contract Lab	EPA8260	CHLOROENZENE	34301	100 ug/L
NOO	Contract Lab	EPA8260	CHLOROETHANE	34311	12 ug/L
NOO	Contract Lab	EPA8260	CHLOROFORM	32106	5.7 ug/L
NOO	Contract Lab	EPA8260	CHLOROMETHANE	34418	2.7 ug/L
NOO	Contract Lab	EPA8260	CIS-1,2-DICHLOROETHENE	77093	70 ug/L
NOO	Contract Lab	EPA8260	CIS-1,3-DICHLOROPROPENE	34704	None ug/L
NOO	Contract Lab	EPA8260	DIBROMOCHLOROMETHANE	32105	0.4 ug/L
NOO	Contract Lab	EPA8260	ETHYLBENZENE	34371	30 ug/L
NOO	Contract Lab	EPA8260	IODOMETHANE	77424	None ug/L
NOO	Contract Lab	EPA8260	Methyl butyl ketone	77103	280 ug/L
NOO	Contract Lab	EPA8260	METHYL ETHYL KETONE	81595	4200 ug/L
NOO	Contract Lab	EPA8260	METHYLENE BROMIDE	77596	70 ug/L
NOO	Contract Lab	EPA8260	METHYLENE CHLORIDE	34423	5 ug/L
NOO	Contract Lab	EPA8260	Methyl-Isobutyl-Ketone	81596	None ug/L
NOO	Contract Lab	EPA8260	STYRENE	77128	100 ug/L
NOO	Contract Lab	EPA8260	TETRACHLOROETHENE	34475	3 ug/L
NOO	Contract Lab	EPA8260	TOLUENE	78131	40 ug/L
NOO	Contract Lab	EPA8260	TRANS-1,2-DICHLOROETHENE	34546	100 ug/L
NOO	Contract Lab	EPA8260	TRANS-1,3-DICHLOROPROPENE	34699	None ug/L
NOO	Contract Lab	EPA8260	TRANS-1,4-DICHLORO-2-BUTENE	49263	None ug/L
NOO	Contract Lab	EPA8260	TRICHLOROETHENE	39180	3 ug/L
NOO	Contract Lab	EPA8260	TRICHLOROFLUOROMETHANE	34488	2100 ug/L
NOO	Contract Lab	EPA8260	VINYL ACETATE	77057	88 ug/L
NOO	Contract Lab	EPA8260	VINYL CHLORIDE	39175	1 ug/L
NOO	Contract Lab	EPA8260	XYLENE	81551	20 ug/L
NOO	Lake Co. Lab	DEPSOP	WATER LEVEL, ABOVE MSL (FBET)	82545	None feet
NOO	Lake Co. Lab	EPA120.1	SPECIFIC CONDUCTANCE, FIELD	00094	None umhos/cm
NOO	Lake Co. Lab	EPA150.1	PH, FIELD	00406	None s.u.
NOO	Lake Co. Lab	EPA170.1	TEMPERATURE, WATER (CENTIGRADE)	00010	None degrees C
NOO	Lake Co. Lab	EPA180.1	TURBIDITY, FIELD NTU	82078	None ntu
NOO	Lake Co. Lab	EPA350.1	AMMONIA AS N	00610	2.8 mg/L
NOO	Lake Co. Lab	EPA353.2	NITRATE AS N	00620	10 mg/L
NOO	Lake Co. Lab	EPA360.1	OXYGEN, DISSOLVED	00299	None mg/L
NOO	Lake Co. Lab	SM2540C	TOTAL DISSOLVED SOLIDS	70300	500 mg/L
NOO	Lake Co. Lab	SM4500CLB	CHLORIDE	00940	250 mg/L

WCD	Contract Lab	EPA375.4	SULFATE AS SO4	00945	250	mg/L
WCD	Contract Lab	EPA601	1,1-DICHLOROETHANE	34496	70	ug/L
WCD	Contract Lab	EPA601	1,1-DICHLOROETHENE	34501	7	ug/L
WCD	Contract Lab	EPA601	1,2-DICHLOROBENZENE	34536	600	ug/L
WCD	Contract Lab	EPA601	1,2-DICHLOROETHANE	34531	3	ug/L
WCD	Contract Lab	EPA601	1,3-DICHLOROBENZENE	34566	10	ug/L
WCD	Contract Lab	EPA601	1,4-DICHLOROBENZENE	34571	75	ug/L
WCD	Contract Lab	EPA601	2-CHLOROETHYL VINYL ETHER	34576	175	ug/L
WCD	Contract Lab	EPA601	BROMODICHLOROMETHANE	32101	0.6	ug/L
WCD	Contract Lab	EPA601	BROMOFORM	32104	4.4	ug/L
WCD	Contract Lab	EPA601	BROMOMETHANE	34413	9.8	ug/L
WCD	Contract Lab	EPA601	CARBON TETRACHLORIDE	32102	3	ug/L
WCD	Contract Lab	EPA601	CHLOROBENZENE	34301	100	ug/L
WCD	Contract Lab	EPA601	CHLOROETHANE	34311	12	ug/L
WCD	Contract Lab	EPA601	CHLOROFORM	32106	5.7	ug/L
WCD	Contract Lab	EPA601	CHLOROMETHANE	34418	2.7	ug/L
WCD	Contract Lab	EPA601	DIBROMOCHLOROMETHANE	32105	0.4	ug/L
WCD	Contract Lab	EPA601	DICHLORODIFLUOROMETHANE	34668	1400	ug/L
WCD	Lake Co. Lab	EPA6010	ALUMINUM	01105	200	ug/L
WCD	Lake Co. Lab	EPA6010	ARSENIC	01002	10	ug/L
WCD	Lake Co. Lab	EPA6010	CADMIUM	01027	5	ug/L
WCD	Lake Co. Lab	EPA6010	CHROMIUM	01034	100	ug/L
WCD	Lake Co. Lab	EPA6010	IRON	01045	300	ug/L
WCD	Lake Co. Lab	EPA6010	LEAD	01051	15	ug/L
WCD	Lake Co. Lab	EPA6010	SODIUM	00929	160	mg/L
WCD	Contract Lab	EPA602	1,1,1-TRICHLOROETHANE	34506	200	ug/L
WCD	Contract Lab	EPA602	1,1,2,2-TETRACHLOROETHANE	34516	0.2	ug/L
WCD	Contract Lab	EPA602	1,1,2-TRICHLOROETHANE	34511	5	ug/L
WCD	Contract Lab	EPA602	1,2-DICHLOROPROPANE	34541	5	ug/L
WCD	Contract Lab	EPA602	BENZENE	78124	1	ug/L
WCD	Contract Lab	EPA602	CIS-1,3-DICHLOROPROPENE	34704	None	ug/L
WCD	Contract Lab	EPA602	ETHYLBENZENE	34371	30	ug/L
WCD	Contract Lab	EPA602	METHYLENE CHLORIDE	34423	5	ug/L
WCD	Contract Lab	EPA602	TETRACHLOROETHENE	34475	3	ug/L
WCD	Contract Lab	EPA602	TOLUENE	78131	40	ug/L
WCD	Contract Lab	EPA602	TRANS-1,2-DICHLOROETHENE	34546	100	ug/L
WCD	Contract Lab	EPA602	TRANS-1,3-DICHLOROPROPENE	34699	None	ug/L
WCD	Contract Lab	EPA602	TRICHLOROETHENE	39180	3	ug/L
WCD	Contract Lab	EPA602	TRICHLORODIFLUOROMETHANE	34488	2100	ug/L
WCD	Contract Lab	EPA602	VINYL CHLORIDE	39175	1	ug/L
WCD	Contract Lab	EPA7470	MERCURY	71900	2	ug/L
WCD	Contract Lab	EPA8260	CIS-1,2-DICHLOROETHENE	77093	70	ug/L
WCD	Contract Lab	EPA8260	XYLENE	81551	20	ug/L
WCD	Lake Co. Lab	DEPSOP	WATER LEVEL, ABOVE MSL (FBET)	82545	None	feet

Addendum I

Sulfate in
8260/801-602 49 - 11/13 25

RFP 17-0823

WCD	Lake Co. Lab	EPA120.1	SPECIFIC CONDUCTANCE, FIELD	00094	None	umhos/cm
WCD	Lake Co. Lab	EPA150.1	PH, FIELD	00406	None	s.u.
WCD	Lake Co. Lab	EPA170.1	TEMPERATURE, WATER (CENTIGRADE)	00010	None	degrees C
WCD	Lake Co. Lab	EPA180.1	TURBIDITY, FIELD NTU	82078	None	ntu
WCD	Lake Co. Lab	EPA350.1	AMMONIA AS N	00610	2.8	mg/L
WCD	Lake Co. Lab	EPA353.2	NITRATE AS N	00620	10	mg/L
WCD	Lake Co. Lab	EPA360.1	OXYGEN, DISSOLVED	00299	None	mg/L
WCD	Lake Co. Lab	SM2540C	TOTAL DISSOLVED SOLIDS	70300	500	mg/L
WCD	Lake Co. Lab	SM4500CLB	CHLORIDE	00940	250	mg/L
UM	Contract Lab	EPA 8260	BENZENE	78124	1	ug/L
UM	Contract Lab	EPA 8260	TOTAL XYLENE	81551	20	ug/L

Addendum 1

RFP 17-0823

ATTACHMENT C: PRICING

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 17-0823

PRICING SECTION

ANALYTICAL COST CALCULATION FORM

Current as of August 10, 2017

Costs will be converted into an annual cost estimate for the landfill sampling based upon wells existing and both the current and predicted sampling requirements for 2017/2018.

SAMPLE TYPE (see Parameter Groups in table Section 5. Attachments)	UNIT COST	ESTIMATED QUANTITY ¹ PER EVENT	EVENTS PER YEAR	EXTENDED ESTIMATED COST
UM	\$40.00	9	2	\$720.00
"NOO"	\$ 72.00	59	2	\$ 8496.00
"MOP"	\$ 49.00	37	2	\$ 3,626.00
"WCD"	\$ 74.00	8	2	\$ 1,184.00
Professional Services per hour charge, as needed	\$ 55.00	NA	NA	NA
Professional Services for Programming EDD Import - One-time cost	\$	NA	NA	NA
			Total	\$ 14,026.00

¹ Sample quantities are estimated and subject to change.

Respondents must also include an attached list of individual costs per test of all analyses able to be performed and a general cost sheet

Lake County RFP Pricing 17-0823

SAMPLE TYPE (see Parameter Groups in Table Section 5, Attachments)	UNIT COST	ESTIMATED QUANTITY PER EVENT	EVENTS PER YEAR	Annual Quantity	EXTENDED ESTIMATED COST	
UM Umatilla Landfill Only	Benzene, Total Xylene	\$40.00	9 2	18	\$720.00	
"NOO"	NDO – Includes the metals Mercury and Thallium and the 40 CFR, Part 258, Appendix I parameters less EPA Method 504 organics and metals. (Other metals, Total Ammonia as N, Nitrate as N, Chloride and TDS will be done by the County.) Astatale, Umatilla and Loghouse landfills Hg Tl 8260	\$72.00	59 2	118	\$8,496.00	
"MOP"	MOP – Includes EPA 40 CFR, Part 258, Appendix I VOCs ONLY – NO metals, ND EDB/DSCP. (Total Ammonia as N, Chloride and TDS will be done by the County.) This is for the Monitoring Only Plan wells at Central landfill.	\$49.00	37	2	74	\$3,626.00
Phenols (for Astatula only)		\$	58	1	0	
"WCD"	WCD – Includes Phenols, Mercury, and the EPA Method 601 and 602 Parameters by methods 8260 and 8270. (Other metals, Sulfate, Total Ammonia as N, Nitrate as N, Chloride and TDS will be done at by the County.) This is for the Central C&D landfill only. Phenol Hg 8260	\$74	8 2	16	\$1,184.00	
Professional Services per hour charge, as needed		\$55.00	NA	NA	NA	
Professional Services for Programming EDD Import - One time cost		\$	NA	NA	NA	
Total					\$14,026.00	

Pace Analytical Services, Inc.
 8 East Tower Circle
 Ormond Beach, FL 32174
 386.672.5668
 fax 386.673.4001

**Price Schedule
 2017**



Parameter	Matrix	Method	Price
Acid Extractables Only	Water	625/8270	\$110.00
Acid Extractables Only	Soil	8270	\$112.00
Acidity	Water	SM 2310 B	\$15.00
ADaPT Electronic Data Deliverable (EDD) for FL Petroleum Program			\$50.00
Alkalinity	Soil	SM 2320 B	\$17.00
Alkalinity, Bicarbonate, Carbonate, Hydroxide, CO2	Water	SM 2320 B	\$15.00
Alkalinity, Bicarbonate, Carbonate, Hydroxide, CO2	DW	SM 2320 B	\$15.00
Bacteriological Use Test	Water	SM 9020 B	\$360.00
Base/Neutral Extractables Only	Water	625/8270	\$125.00
Base/Neutral Extractables Only	Soil	8270	\$127.00
BOD, 5-Day	Water	SM 5210 B	\$20.00
Bromate, Chlorate, Chlorite, Bromide	DW	300.1	\$35.00
Bromide	Water	300.0/9056	\$35.00
Bromide	DW	300.0	\$35.00
Bromide, Chloride, Fluoride, Nitrate, Nitrite, Ortho-Phosphate, Sulfate- 2 or more IC analytes	Water	300.0	\$15.00
Bromide, Chloride, Nitrate, Ortho-Phosphate, Sulfate- 2 or more	Water	9056	\$15.00
BTEX + MTBE + Hydrocarbons based on Benzene	Air	EPA 18 Mod (w/ tedlar bag)	\$108.00
BTEXM	Water	8260	\$45.00
BTEXM	Soil	Soil	\$47.00
BTEXMN	Water	8260	\$45.00
BTEXMN	Soil	Soil	\$47.00
Carbamate Pesticides	Water	8318	\$120.00
Carbamate Pesticides	DW	531.1	\$90.00
Carbonaceous BOD, 5 Day (CBOD)	Water	SM 5210 B	\$25.00
Carbon Dioxide	Water	SM 2320B	\$15.00
Chemical Oxygen Demand (COD)	Water	410.4	\$25.00
Chloramine	DW	SM 4500 Cl-D	\$10.00
Chlorate	DW	300.1	\$35.00
Chloride	Water	300.0	\$20.00
Chloride	Water	9056	\$30.00
Chloride Solid	Soil	9056	\$32.00
Chlorine Dioxide	DW	SM 4500 ClO2	\$8.00
Chlorine, Total Residual Amperometric	DW	SM 4500 Cl-D	\$10.00
Chlorite	DW	300.1	\$35.00
Chlorophyll/Phaeophytin	Water	SM 10200 H	\$50.00
Color, Apparent	Water	SM 2120 B	\$10.00
Color, Apparent	DW	SM 2120 B	\$10.00
Color, True	Water	SM 2120 B	\$15.00
Color, True	DW	SM 2120 B	\$15.00
Conductivity	Water	120.1/9050	\$10.00
Conductivity	DW	SM 2510 B	\$10.00
Corrosivity, Langelier Index (Ca, TDS, Temp, pH, Alk)	Water	SM 2330 B	\$70.00
Corrosivity, Langelier Index (Calculation Only)	Water	SM 2330 B	\$10.00
Courier Service, holiday, hourly, portal to portal			\$75.00

Pace Analytical Services, Inc.
 8 East Tower Circle
 Ormond Beach, FL 32174
 386.672.5668
 fax 386.673.4001

**Price Schedule
 2017**



Courier Service, weekend, hourly, portal to portal			\$50.00
Cyanide	Water	335.4	\$30.00
Cyanide	Soil	9012	\$32.00
Cyanide	DW	335.4	\$30.00
Dioxane, 1,4	DW, Water	522	\$70.00
Dioxin (2,3,7,8 TCDD) Pace MN	DW	1613	\$225.00
Diquat or Paraquat	DW	549.2	\$100.00
EDB & DBCP	Water	8011	\$35.00
EDB & DBCP	DW	504.1	\$35.00
Endothal	DW	548.1	\$125.00
Enterococci (Ormond, Non-Potable)	Water	1600 & Enterolert	\$45.00
Enterococci (Pace Pompano Beach & Tampa)	Water	1600 & Enterolert	\$45.00
Escherichia coli	DW & Water	SM 9223 B/ COLISURE	\$22.00
Fecal Collform, Membrane Filter	Water	SM 9222 D	\$25.00
Fecal Collform, MPN Solids	Soil	SM 9221 C/9221 E	\$140.00
Field Sampling - Automatic composite sampler, per day rental			\$100.00
Field Sampling - Automatic composite/discrete sampler, per day rental, includes discrete containers			\$450.00
Field Sampling Technician, hourly, holiday, portal to portal			\$195.00
Field Sampling Technician, hourly, overtime, portal to portal			\$102.50
Field Sampling Technician, hourly, regular time, portal to portal			\$65.00
Field Sampling Technician, hourly, weekend, portal to portal			\$130.00
Fluoride	Water	300.0	\$20.00
Fluoride	DW	300.0	\$20.00
Formaldehyde	Water	8315A	\$100.00
Formaldehyde	Soil	8315A	\$102.00
Glyphosate	DW	547	\$75.00
Haloacetic Acids (HAA5)	DW	552.2	\$100.00
Haloacetic Acids (HAA5) Formation Potential (15 Business Day TAT)	DW	SM5710/552.2	\$300.00
Haloacetic Acids (HAA5, 6, 9)	DW	552.3	\$175.00
Hardness, Calcium or Magnesium (Calculation)	Water	SM 2340 B	\$15.00
Hardness, Total	Water	SM 2340 B	\$20.00
Herbicides (Pace Atlanta)	Water	8151	\$140.00
Herbicides (Pace Atlanta)	Soil	8151	\$142.00
Herbicides	DW	515.3	\$140.00
Heterotrophic Plate Count	DW	SM 9215 B	\$40.00
Heterotrophic Plate Count (per temperature)	Water	SM 9215 B	\$40.00
Hormones	DW	539	\$500.00
Hydrogen Sulfide	Water	SM 4500-S F	\$40.00
Ignitability	Water	1010	\$35.00
Ignitability	Soil	1030	\$70.00
MBAS (Detergents, Foaming Agents)	Water	SM 5540 C	\$55.00
MBAS (detergents, foaming agents)	DW	SM 5540 C	\$55.00
Mercury	DW	245.1	\$20.00

Pace Analytical Services, Inc.
 8 East Tower Circle
 Ormond Beach, FL 32174
 386.672.5668
 fax 386.673.4001

**Price Schedule
 2017**



Metals ICP - single element	DW	200.7	\$15.00
Metals ICP- 2-7 elements	DW	200.7	\$10.00
Metals ICP- 8+ elements	DW	200.7	\$8.00
Metals ICP/MS - single element	DW	200.8	\$20.00
Metals ICP/MS- 2-7 elements	DW	200.8	\$14.00
Metals ICP/MS- 8+ elements	DW	200.8	\$10.00
Metals: Appendix I Metals in ground water	Water	6010/6020	\$124.00
Metals: Appendix I Metals in surface water	Water	6010/6020	\$138.00
Metals: Appendix II Metals in ground water	Water	6010/7470/6020	\$152.00
Metals: Appendix II Metals in surface water	Water	6010/7470/6020	\$166.00
Metals: Elutriate Extraction		EPA/CE 6/94	\$150.00
Metals: Hexavalent Chromium (Pompano Beach)	Water	7196	\$35.00
Metals: Hexavalent Chromium	Solid	7199	\$150.00
Metals: Hexavalent Chromium	Water	218.6	\$80.00
Metals: Hexavalent Chromium	DW	218.7	\$80.00
Metals: ICP - single elements	Water	200.7/6010	\$15.00
Metals: ICP- 8+ elements (per element)	Water	200.7/6010	\$8.00
Metals: ICP- 8+ elements (per element)	Soil	6010	\$10.00
Metals: ICP- single elements	Soil	6010	\$17.00
Metals: ICP/MS- 2-7 elements (per element)	Water	200.8/6020	\$14.00
Metals: ICP/MS- 2-7 elements (per element)	Soil	6020	\$16.00
Metals: ICP/MS- 8+ elements (per element)	Water	200.8/6020	\$10.00
Metals: ICP/MS- 8+ elements (per element)	Soil	6020	\$12.00
Metals: ICP/MS- single elements	Water	200.8/6020	\$20.00
Metals: ICP/MS- single elements	Soil	6020	\$22.00
Metals: ICP-2-7 elements (per element)	Water	200.7/6010	\$10.00
Metals: ICP-2-7 elements (per element)	Soil	6010	\$12.00
Metals: Low Level Hg	Water	1631 E	\$75.00
Metals: Mercury (Hg)	Water	245.1/7470	\$20.00
Metals: Mercury (Hg)	Soil	245.1/7471	\$22.00
Metals: Priority Pollutant Metals in ground water	Water	200.7/200.8/245.1, 6010/6020/7470	\$120.00
Metals: Priority Pollutant Metals in surface water	Water	200.7/200.8/245.1, 6010/6020/7470	\$134.00
Metals: RCRA Metals	Water	6010/7470	\$80.00
Metals: RCRA Metals	Soil	6010/7471	\$92.00
Metals: TAL Metals in ground water	Water	6010/6020/7470	\$200.00
Metals: TAL Metals in surface water	Water	6010/6020/7470	\$214.00
Metals: U	DW	200.8	\$25.00
Methane, Ethane, Ethene (Pace Huntersville, Pittsburgh, MN)	Water	RSK 175	\$80.00
Nitrogen & Phosphorus Pests (not certified)	DW	507 Mod	\$225.00
Nitrogen, Ammonia	Water	350.1	\$20.00
Nitrogen, Ammonia	Soil	350.1	\$22.00
Nitrogen, Nitrate	Water	353.2	\$20.00
Nitrogen, Nitrate	Water	9056	\$25.00
Nitrogen, Nitrate-Nitrite, NOX	Water	353.2	\$20.00
Nitrogen, Nitrate-Nitrite, NOX	Soil	353.2	\$22.00
Nitrogen, Nitrite	Water	300.D/353.2	\$20.00

Pace Analytical Services, Inc.
 8 East Tower Circle
 Ormond Beach, FL 32174
 386.672.5668
 fax 386.673.4001

**Price Schedule
 2017**



Nitrogen, Nitrite	Water	9096	\$25.00
Nitrogen, Organic (TKN-Ammonia)	Water	351.2 - 350.1	\$30.00
Nitrogen, Organic (TKN-Ammonia)	Soil	351.2 - 350.1	\$32.00
Nitrogen, Total (TKN + NOX)	Water	351.2 + 353.2	\$40.00
Nitrogen, Total (TKN + NOX)	Soil	351.2 + 353.2	\$42.00
Nitrogen, Total Kjeldahl (TKN)	Water	351.2	\$20.00
Nitrogen, Total Kjeldahl (TKN)	Soil	351.2	\$22.00
Odor	DW	SM 2150 B	\$25.00
Oil & Grease (Pace Huntersville)	Soil	SW-846 9071B Mod	\$52.00
Oil & Grease (total recoverable hydrocarbons)(Pace Huntersville)	Water	1664 HEM	\$50.00
Organophosphorus Pesticides	Water	8141	\$120.00
Organophosphorus Pesticides	Soil	8141	\$122.00
Ortho Phosphate	Water	300.0/9056	\$20.00
Ortho Phosphate	DW	300.0	\$20.00
Ortho Phosphate (low level)	Water	365.1	\$25.00
Oxidation-Reduction Potential (Redox potential)	Water	SM 2580 B	\$25.00
Paint Filter Liquids Test	Solid	9095	\$20.00
PCBs	Water	608/8082	\$60.00
PCBs	Soil	8082	\$62.00
Perchlorate (Pace Tampa)	DW	314.0	\$100.00
Perfluorinated Compounds	DW, Water	537	\$300.00
Perfluorinated Compounds	Soil	537	\$395.00
Pesticides	Water	8081	\$85.00
Pesticides	Soil	8081	\$87.00
Pesticides & PCBs	Water	608	\$110.00
Pesticides & PCBs	Water	8081/8082	\$110.00
Pesticides & PCBs	DW	508.1	\$100.00
Pesticides & PCBs Solid	Soil	8081/8082	\$112.00
Pesticides without PCBs	Water	608	\$85.00
pH	Water	SM 4500+B	\$10.00
pH	Water	9040	\$10.00
pH	Soil	9045	\$10.00
pH	DW	SM 4500H+B	\$10.00
Phenols	Water	420.4/9066	\$40.00
Polynuclear Aromatic Hydrocarbons (PAHs)	Water	8270	\$60.00
Polynuclear Aromatic Hydrocarbons (PAHs)	Soil	8270	\$62.00
Professional Services - Administrative, per hour			\$40.00
Professional Services - Chemist consultation, per hour			\$125.00
Professional Services - Lab Technician, per hour			\$65.00
Radiochemistry- Gross Alpha (Pace PA)	DW	900.0	\$45.00
Radiochemistry- Gross Beta (no charge when run with Gross Alpha) (Pace PA)	DW	900.0	\$45.00
Radiochemistry- Radium 226 (Pace PA)	DW	903.1	\$70.00
Radiochemistry- Radium 228 (Pace PA)	DW	904.0	\$75.00
Radiochemistry- Radon (Pace PA)	DW	SM 7500-Rn	\$25.00
Radiochemistry- Tritium (Pace PA)	DW	906.0	\$50.00

Pace Analytical Services, Inc.
 8 East Tower Circle
 Ormond Beach, FL 32174
 386.672.5668
 fax 386.673.4001

**Price Schedule
 2017**



Radiochemistry- Uranium	DW	200.8	\$35.00
Radiochemistry- Uranium (Pace PA)	DW	ASTM D5174	\$35.00
Rush fees may apply to samples placed on hold if analysis is requested with limited hold time remaining - see Rush Surcharges			
Rush TAT Surcharge - 1 business day - 100%			
Rush TAT Surcharge - 2 business days - 75%			
Rush TAT Surcharge - 3 business days - 50%			
Rush TAT Surcharge - 4 business days - 25%			
Rush TAT Surcharge - Same day - 200%			
Rush fees for TCLP/SPLPs			
Rush TAT Surcharge - 2 business days - 100%			
Rush TAT Surcharge - 3 business days - 75%			
Rush TAT Surcharge - 4 business days - 50%			
Rush TAT Surcharge - 5 business days - 25%			
Salinity	Water	SM 2520 B	\$15.00
Sample Handling & Disposal - Small Quote			
Sample Storage - Samples are retained by Pace for 30 calendar days after sample analysis - samples storage beyond 30 days will incur handling fees on a weekly basis per sample			\$7.50
Semi-VOCs (Full List including Low-level PAHs)	Water	625/8270	\$240.00
Semi-VOCs (Full List)	Water	625/8270	\$200.00
Semi-VOCs (Full List)	Soil	8270	\$202.00
Semi-Volatile Organic Compounds (SVOC)	DW	525.2	\$160.00
Specific Gravity	Water	SM 2710 F/ICE-8-1	\$20.00
SPLP Extraction: Metals, non-volatile organics	Solid	1312	\$42.00
SPLP Extraction: Volatile organics/ Zero headspace	Solid	1312	\$42.00
Streptococci (Pace Pompano Beach)	Water	SM 9230 B	\$35.00
Sulfate	Water	300.D/9056	\$20.00
Sulfate	DW	300.0	\$20.00
Sulfide	Water	SM 4500 S E	\$30.00
Sulfide	Soil	9030/9034	\$40.00
TCLP Extraction: Metals, non-volatile organics	Solid	1311	\$42.00
TCLP Extraction: Volatile organics/ Zero headspace	Solid	1311	\$42.00
Tedlar bag	Air		\$25.00
TICs (Library Search)			\$5.00
Total Coliform, Membrane Filter	Water	SM 9222 B	\$22.00
Total Coliform, MMO-Mug (Non-potable)	Water	SM 9223 B/ COLISURE	\$22.00
Total Dissolved Solids (TDS)	Water	SM 2540 C	\$15.00
Total Dissolved Solids (TDS)	DW	SM 2540 C	\$15.00
Total Fixed Solids	Water	180.4	\$15.00
Total Organic Carbon (TOC)	Water	SM 5310 B	\$25.00
Total Petroleum Hydrocarbons	Water	FL-PRO	\$60.00
Total Petroleum Hydrocarbons	Soil	FL-PRO	\$62.00
Total Petroleum Hydrocarbons Speciation	Water	TPHCWG Direct Method	\$250.00
Total Phosphate	Water	365.4	\$20.00
Total Phosphate	Soil	366.4	\$22.00

Pace Analytical Services, Inc.
 8 East Tower Circle
 Ormond Beach, FL 32174
 386.672.5668
 fax 386.673.4001

**Price Schedule
 2017**



Total Phosphate (low level)	Water	365.3	\$30.00
Total Solids (TS)	Water	SM 2540 B	\$15.00
Total Suspended Solids (TSS)	Water	SM 2540 D	\$15.00
Total Suspended Volatile Solids (TSVS)	Water	SM 2540 E	\$20.00
Total Volatile Solids (TVS)	Water	160.4/SM 2540 G	\$20.00
Trihalomethanes (TTHM) (no charge when run with VOCs)	DW	524.2	\$55.00
Trihalomethanes (TTHM) Formation Potential (15 Business Day TAT)	DW	SM5710/524.2	\$300.00
TRPH-Total Recoverable Petroleum Hydrocarbons (Pace Huntersville)	Water	1664 TRPH	\$60.00
Turbidity	Water	180.1	\$15.00
Turbidity	DW	180.1	\$15.00
UCMR 4 - Alcohols	DW	541	TBD
UCMR 4 - Cyanotoxins (2)	DW	545	TBD
UCMR 4 - Cyanotoxins (7)	DW	544	TBD
UCMR 4 - Haloacetic Acids (HAAs)	DW	552.3	\$175.00
UCMR 4 - Metals - germanium and manganese	DW	200.8	TBD
UCMR 4 - Microcystin, Total	DW	546	TBD
UCMR 4 - Pesticides and Byproducts	DW	525.3	TBD
UCMR 4 - Semi-VOCs	DW	530	TBD
UV254	DW	SM 5810 B	\$50.00
Volatile Aromatics	Water	8260	\$45.00
Volatile Halocarbons	Water	8280	\$55.00
Volatile Organic Compounds (VOCs)	Water	8260	\$65.00
Volatile Organic Compounds (VOCs)	Soil	8260	\$87.00
Volatile Organic Compounds (VOCs)	Water	824	\$80.00
Volatile Organic Compounds (VOCs)	DW	524.2	\$90.00
Volatile Organic Compounds (VOCs) - Soil Kit	Soil	Soil Kit	\$15.00
Wipe Media			\$10.00



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 1/3/2022 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Amend Agreement #2020-04 Piggybacking Insituform
Technology's Cured In Place Pipe Lining Contract With The City of Daytona
Beach
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Mutual Consent Agreement Amendment	Contract
City of Daytona Beach Renewal	Contract
City of Daytona Beach Agreement	Contract

Summary/Highlights:

Staff plans to further line more gravity sewer pipe in the city. Due to the excellent service provided by Insituform Technology, Staff would like to continue their services with this renewal amendment.

Background:

The agreement between Insituform and the City of Daytona Beach has been renewed for the third of four annual renewal options. Staff is seeking to amend the City's mutual consent agreement with Insituform Technology for Cured In Place Pipe (CIPP) lining and associated services for a renewal of one more year. This will be the second amendment to Agreement 2020-04 between Insituform and the City of Bunnell.

Staff Recommendation:

Approve to amend Agreement #2020-04 piggybacking Insituform Technology's Cured In Place Pipe Lining Contract with The City of Daytona Beach for an additional year.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

CONTRACT NO. 2021-04

**SECOND AMENDMENT TO LETTER AGREEMENT FOR
CURED IN PLACE PIPE SERVICE
BETWEEN INSITUFORM TECHNOLOGIES, LLC, AND
CITY OF BUNNELL, FLORIDA**

THIS SECOND AMENDMENT is made on this 24th day of January, 2022 to that certain Letter Agreement ("Agreement") entered into by and between Insituform Technologies, LLC, a foreign limited liability company authorized to do business in the State of Florida, ("Contractor"), 6966 Business Park Blvd., Jacksonville, FL 32256, and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, effective as of February 6, 2022.

WHEREAS, Contractor executed a Cured in Place Pipe Lining Services Contract No 0118-2600 ("Contract") with the City of Daytona Beach, Florida effective on September 19, 2019; and

WHEREAS, City of Daytona Beach is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City of Bunnell was and continues to be in need of cured in place pipe services similar to the services Contractor was and continues to provide City of Daytona Beach, which would allow compliance with regulations of the Florida Department of Environmental Protection (FDEP) and the US Environmental Protection Agency (EPA); and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, the Bunnell City Commission found Contract No.0118-2600 was competitively bid by City of Daytona Beach with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City of Bunnell to "piggyback" on the competitive pricing provided to City of Daytona Beach in Contract No. 0118-2600; and 3) it was in the best interest of the residents of the City of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained Contract No. 0118-2600; and

WHEREAS, the parties agreed and consented to "piggyback" on the rates/prices and

terms and conditions in Contract No. 0118-2600, including all attachments, addenda, unit prices, and all other applicable documents; and

WHEREAS, although the term of the executed Agreement was due to expire on September 18, 2020, the Agreement also includes an option for the City to extend the term for 4 additional 1-year periods; and

WHEREAS, due to Contractors past performance, the City desires to exercise the second of four options to extend the term of the Agreement for an additional year.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

- 1. Incorporation by Reference.** The foregoing WHEREAS clauses are incorporated by reference.
- 2. Term.** The term of the Agreement between the parties is hereby extended to February 5, 2023 by this Second Amendment.
- 3. Effective Date.** This amendment shall be effective as of February 6, 2022.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

INSITUFORM TECHNOLOGIES, LLC

Diane Partridge

Print Name: Diane Partridge

Title: Contracting and Attesting Officer

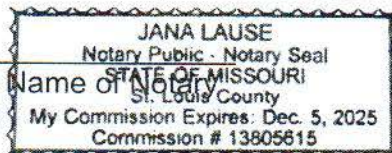
STATE OF MISSOURI
COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of January, 2022, by Diane Partridge of Insituform Technologies, LLC, a Delaware Limited Liability Company, a Florida corporation, on behalf of the LLC corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Jana Lause
Signature of Notary Public - State of ~~Florida~~ Missouri

Printed/Typed/Stamped Name of Notary

My commission expires:



CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: January 24, 2022

ATTEST:

Kristen Bates, City Clerk

Approved as to Legal Form

Vose Law Firm, City Attorney



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

RENEWAL OF CONTRACT

August 9, 2021

EMAIL
dpartridge@aegion.com

Insituform Technologies, LLC
Diane Partridge
17988 Edison Avenue
Chesterfield, MO 63005

Re: Renewal of 0118-2600
Cured-In-Place Pipe (CIPP)

Dear Diane Partridge:

Insituform Technologies, LLC is currently providing Cured-In-Place Pipe (CIPP) to the City of Daytona Beach under an agreement entered into by the two parties by the above referenced bid. Section 8 of the contract allows the City the option to renew for up to 4 additional one year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The City of Daytona Beach desires to exercise the third of four renewal options to have this service continued by Insituform Technologies, LLC for the period effective 2/6/2022 through 2/5/2023 under the same terms and conditions.

THE CITY OF DAYTONA BEACH

Deric C. Feacher, City Manager

8-10-21

Date

967/3

**GENERAL SERVICES CONTRACT
CONTRACT NO. 0118-2600**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Insituform Technologies, LLC, a foreign limited liability company ("Contractor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. Contractor will provide Cured in Place Pipe Lining and associated services as further described in **Exhibit A**, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract.

Section 2. Services Must Be Authorized in Writing. This Contract, in and of itself, does not require the Contractor to perform any services or obligate the City to pay for any services rendered. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by work authorization issued in accordance with the City's procurement policies. A work authorization may consist of a contract document signed by both the City and Contractor; or it may consist of Contractor's written quotation/proposal, identifying the work to be performed and the Fees for such work as established below; and the City's purchase order issued in response to and accepting the proposal. No work authorization may alter the terms and conditions of this Contract. In case of a conflict with a work authorization this Contract will govern. The work authorization may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, and required conditions for payment of Fees, consistent with the provisions of this Contract.

Section 3. Fee(s). For the services provided under this Contract, City will pay Contractor Fees based upon the Fee/Rate Schedule attached hereto as **Exhibit B**.

The Fees described in **Exhibit B** will be Contractor's sole compensation for the services to be provided. Except for any reimbursable expenses specifically authorized by Exhibit, Contractor will be solely responsible for all of costs Contractor incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In

addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met. In addition, where any portion of the work was performed by subcontractors, Contractor must provide proof of payment/release of subcontractors' liens except as provided in Section 12A.

(c) If an invoice submitted by Contractor is not valid, within 30 days after receipt the City will provide notice to the Contractor identifying the deficiencies.

Section 5. Standard of Performance. Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, Contractor will comply with the requirements of Florida Statutes Chapter 119, which may include the following:

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Upon the request of the City Clerk of the City (i) providing the City Clerk with a copy of requested public records, or (ii) allowing inspection or copying of public records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law until completion of the work required by a work authorization, and following such completion if Contractor fails to transfer such records to the City.

(4) Upon completion of the work required by a work authorization, keep and maintain public records required by the City to perform the service. Contractor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon the request of the City Clerk, in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

Section 8. Effective Date and Term. The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is one year, commencing on the Effective Date. The City will have the option to renew this Contract for up to 4 Terms of one-year each, by providing Contractor written notice. Such notice must be provided at least 60 days before the end of the current Term unless waived by Contractor.

If this Contract specifically provides that some or all of Contractor's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Contractor's material breach after notifying Contractor to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in Section 10(a)(3), before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach

within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

(3) The City may terminate this Contract upon Contractor's breach without providing Contractor an opportunity to remedy the breach as referenced immediately above, if Contractor or any of Contractor's personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing Contractor written notice.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services. The City may suspend Contractor's services if the notice of material breach provided pursuant to Section 10(a)(2) so directs. The City may also suspend Contractor's services in lieu of termination, under the conditions set forth in Section 10(a)(3), by providing Contractor written notice of suspension. Contractor will suspend activities immediately upon receipt thereof; and in such instance Contractor's rights to provide services referenced herein will also automatically be suspended for the period of such suspension.

Section 11. Indemnification. Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons employed or use by Contractor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance. Contractor will provide and maintain at Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Contractor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If Contractor wishes to claim an exemption from worker's compensation insurance requirements, Contractor will notify the Risk Manager in writing on Contractor's official letterhead.

(2) Liability Insurance, including (i) **Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy shall provide coverage to Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided

with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) Proof of Insurance. Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Contractor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates. The certificates will also contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451"

If requested by the City, Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Subcontractors' Insurance. Each of Contractor's subcontractors will be required to provide insurance in substantially similar form to the insurance required of Contractor above based on services provided.

(d) Cancellation; Replacement Required. Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Contractor's prior knowledge Contractor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at Contractor's expense if Contractor fails to do so.

(e) Termination of Insurance. Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Contractor has received written notification from the Risk Management Division of the City that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Contractor if the request is made no earlier than two weeks before the work is to be completed.

(f) Liabilities Unaffected. Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Contractor's failure to obtain insurance coverage.

Contractor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

Section 12A. Bonds. Contractor will be required to provide payment and performance bonds on a per project basis, which will each be equal to 100% of the value of any Work Authorization issued exceeding \$100,000.00 prior to commencing the referenced work.

The surety company executing the bonds must be authorized to do business in the State of Florida and must be listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount. The form of the bond must be approved by the City and must be accompanied by sufficient evidence of the authority of the issuing agent. The bonds must otherwise comply with the requirements of F.S. § 255.05.

In lieu of the required bonds, Contractor may provide an alternative form of security as specified in F.S. § 255.05(7) upon the City's approval. Any bonds used to comply with this Section must be in the form provided by the City; and Contractor must record the executed bonds and provide the City certified copies of the recorded documents before commencing work. Upon Contractor's (i) execution and recordation of payment and performance bonds complying with the foregoing provisions; and (ii) furnishing to the City a certified copy of the recorded bonds, proof of payment of Contractor's subcontractors and suppliers will not be required as a condition of making a required payment to Contractor; and to the extent that the General Conditions provide otherwise the General Conditions are superseded.

Section 13. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:
Eric Smith, Engineer II
Daytona Beach Utilities
125 Basin St., Suite 100
Daytona Beach, FL 32114
Fax: 386-671-8502

To Contractor:
Insituform Technologies, LLC
Attn: Diane Partridge, Contracting and Attesting Officer
17988 Edison Avenue
Chesterfield, MO 63005
Fax: (636) 530-8701

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel. In order to induce the City into entering this Contract, Contractor represents that Brandt Curvel, Project Manager; Al Yeomans, General Superintendent; and Jason Burnell, Field Superintendent will generally perform or directly supervise the tasks assigned to Contractor herein, and that Contractor will not replace the named individuals without the City's prior written approval. Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities. The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the City's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Contractor will abide by all federal, state, and local statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted; including, but not limited to, Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 C.F.R.s 1926.650 Sub Part P, and the Trench Safety Act, Florida Statutes Section 553.60 *et seq.*

For purposes herein, the aforementioned laws and regulations include the current stormwater permit issued to the City pursuant to the National Pollutant Discharge Elimination System (NPDES) program, a copy of which will be made available upon request.

Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Contractor.

(d) Truth in Negotiations Certificate. Contractor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of Contractor's services under this Contract.

(f) Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Contractor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Contractor.** The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.


(n) **Incorporation of RFP and Proposal.** The City's Request for Proposals 0118-2600, and the Contractor's responsive proposal are incorporated herein by reference as **Composite Exhibit C** and will remain on file in the Office of the Purchasing Agent. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between **Composite Exhibit C** and other provisions of this Contract, including **Exhibits A and B**, this Contract will govern.


(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

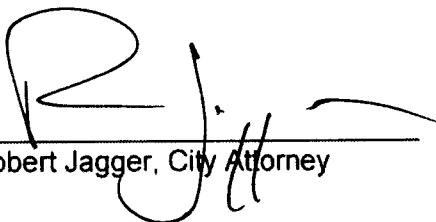
CONTRACTOR

By: 
Derrick L. Henry, Mayor
Date: 9/19/19

By: 
Printed Name: Diane Partridge
Title: Contracting and Attesting Officer
Date: January 3, 2019

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

By: 
Robert Jagger, City Attorney

INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018



Charles R. Gordon
President

EXHIBIT A SCOPE OF WORK

I. General

The CITY requires professional Cured In Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains and oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis. Quantities listed are estimated for proposal purposes based on work projections and are subject to change. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for four (4) additional one-year terms upon mutual agreement for the same prices and at the same terms and conditions. The contract shall not exceed five (5) years.

II. Summary of Work

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer's recommended material, handling and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains and oval and round stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with American Society for Testing and Materials (ASTM) ~~standard F-1216-09~~ Designation F1216-16 and all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main and sanitary sewer main cleaning
- Stormwater main and sanitary sewer main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

III. Product Performance

A. Lining

Standard lining products meeting product specifications outline in ASTM Designation: F1216-16 (Attachment A) are intended to have a 50-year design life and in order to minimize CITY's risk. Only proven products with substantial successful long-term track records will be approved. All thicknesses expressed on the Bid Item Schedule are the finished thicknesses of the liner after curing.

B. Equipment/Vehicles

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer's recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

IV. Materials

A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.

B. The CONTRACTOR shall use potable water from the CITY for the project. The CONTRACTOR must obtain a construction hydrant water meter and all appropriate fees paid prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

VII. Contractor Responsibilities

A. Backflow Prevention: The CONTRACTOR will properly install an approved backflow prevention device in-line to the fresh water fill line of all jetting and/or vacuum equipment

B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required, including but not limited to Project Representative, Project Manager, Field Supervisor and Senior Foreman. CONTRACTOR shall provide staff who are proficient and experienced in all phases of services required.

C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and diameters and incorporate those findings in their initial cost and work proposal.

D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. The CONTRACTOR will not permit personal vehicles to be parked at the job site.

E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service

offices in the State of Florida for the provision these services.

F. Cleaning of Stormwater Main and Sewer Lines: The CONTRACTOR shall remove and properly dispose of all debris from the inside of manholes, stormwater mains and/or sewer lines and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.

G. Bypassing Stormwater and Sewage: The CONTRACTOR shall provide for the flow of stormwater and sewage around the sections of pipe designated for reconstruction. The CONTRACTOR shall make the bypass by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The CONTRACTOR will provide pump(s) and bypass lines of adequate capacity and size to handle the average daily flow. The CONTRACTOR'S backup bypass pump(s) will be adequately sized and with full operational capabilities and will be on site at all times of by-pass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping.

H. TV & Inspection of Pipelines: The CONTRACTOR will inspect pipelines using experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The CONTRACTOR will carefully inspect the interior of the pipeline to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline; the CONTRACTOR will notify the City so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. The CONTRACTOR will maintain a video and suitable log for later reference by the CITY. The CONTRACTOR will perform the post-construction inspection and will provide a video DVD and log to the CITY. The CONTRACTOR will ensure that all video inspection are witnessed by a CITY representative as it is being performed. The CONTRACTOR will include the cost of video inspection in the contract line items.

I. Manhole/Liner Interface: The CONTRACTOR shall make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point. The CONTRACTOR'S removal of CIPP liner from areas where line placement was elected in lieu of resetting equipment shall be incidental to the placement of the CIPP.

J. Service Reconnection: Service reconnection refers to the reinstatement of the house service connection at the sewer main after the installation of trenchless pipe reconnection system. The CONTRACTOR will accomplish this from within the sewer main via a remote controlled cutting device.

K. Service with Pressure Grouting: The CONTRACTOR will pressure grout the service wye after mainline has been rehabilitated and service line re-instated. The CONTRACTOR will use a non-shrinking chemical grout (Avanti 118/101 or Cues Quickseal 105 are acceptable). The CONTRACTOR shall provide trenchless reconstruction of service laterals and main line sewers. The CONTRACTOR shall perform services including but not limited to televised inspection, data collection, system flow analysis and pipeline reconstruction in accordance with ASTM Designation F2454-05, attached as Attachment B.

L. Safety and Worksite Control: The CONTRACTOR will provide services that include safety measures for both their workers and the public. The CONTRACTOR is completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. The CONTRACTOR will take all precautions to protect the workers, public the CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater and sewer systems.

M. Waste Materials: The CONTRACTOR will dispose all waste materials and shall transport waste materials to the nearest CITY Wastewater Treatment Plant for processing. The CONTRACTOR will obtain CITY approval of all waste material disposal schedules. The CONTRACTOR shall clean up all waste material spills and clean-up required due to the loading, hauling and unloading of the CONTRACTOR's equipment.

The CONTRACTOR shall conform to any and all requirements regarding hauling and disposal of waste from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments. The CONTRACTOR shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.

N. Curing Water: The CONTRACTOR will pay for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.

O. TV Inspection Report: The CONTRACTOR will prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTRACTOR and finalize the scope of work.

P. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CONTRACTOR will advise the CITY of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

Q. Rights of Various Interests: Wherever work being done by the City's forces or by other contractors is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the City to secure the completion of the various portions of the work in general harmony.

R. Separate Contracts: The City reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate Contractor's work with theirs.

S. Patent Fees and Royalties: CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the work or the formulation or presentation of its bid. CONTRACTOR will

pay all royalties and license fees and will provide, prior to commencement of a Project hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the OWNER specifies a particular design, device, material, or process. CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. The OWNER will have the right to stop the Work or terminate this Contract at any time if CONTRACTOR fails to disclose to the OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

VIII. Contractor / Sub-contractor Employee Conduct and Appearance

A. Conduct:

1. CONTRACTOR and sub-contractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.
2. CONTRACTOR'S on-site employees shall all have current confined space entry certification.
3. The CONTRACTOR will remove any employee or sub-contractor employee reporting to a work site under the influence and/or smelling of alcohol from the work site. CONTRACTOR will immediately replace the employee in a timely manner and at no cost to the CITY.
4. The CONTRACTOR will provide trained supervision at the work site to ensure work is performed in a safe manner.
5. The CONTRACTOR shall correct any damage resulting from the negligence of CONTRACTOR or sub-contractor employee(s) to CITY property or equipment in a timely manner, to the CITY's satisfaction and at the CONTRACTOR's sole expense.

B. Appearance:

1. CONTRACTOR and sub-contractor employees assigned to work under this contract will maintain a neat, clean, and professional appearance.
2. CONTRACTOR and sub-contractor employees shall wear uniforms consisting of, at minimum, wear a work shirt identifying their company name.
3. Licenses/Permits: The CONTRACTOR will obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as communications companies, electric utilities, gas utilities and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

IX. Scope of Work General Stormwater and Sanitary Sewer Main Lining

The CONTRACTOR will be compensated for oval stormwater mains at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way

area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

A. Stormwater Main and Sanitary Sewer Cleaning

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains, sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

1. **Quality Assurance:** The CONTRACTOR shall conduct cleaning operations using experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein.

2. **Submittals:**

a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater main and sanitary sewer structures being cleaned. The CONTRACTOR will provide the Cleaning Log no later than 14 calendar days after the conclusion of the cleaning.

b. The CONTRACTOR will submit Material Safety Data Sheets (MSDS) for all chemical cleaning agents proposed for use under this contract no later than 14 days after the effective date of the Contract.

B. Products: The CONTRACTOR shall utilize cleaning equipment capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the sanitary sewer mains and the oval and round stormwater mains. The CONTRACTOR will ensure that all equipment used for cleaning operations is designed and intended to do the type of work which is specified. The CONTRACTOR will utilize equipment which is self-contained to handle all operations, when possible. The CONTRACTOR will use equipment manufacturer that is actively engaged in the research, development and manufacturing of said equipment. The CONTRACTOR may be directed to remove equipment deemed sub-standard by the City and may be directed to replace the equipment with equipment meeting these specifications, at no additional cost to the CITY.

1. **High Velocity Cleaning Equipment:** The CONTRACTOR will supply all high velocity hydraulic sewer cleaning equipment mounted on trucks. The CONTRACTOR supplied equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. The CONTRACTOR will supply a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. **Hydraulically Propelled Cleaning Equipment:** The CONTRACTOR will supply hydraulically propelled cleaning equipment of the movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm or sewer systems. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.

3. **Mechanical Cleaning Equipment:** The CONTRACTOR will provide bucket machines in pairs with each machine powered by a minimum of a 16 horsepower engine to ensure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and produce a 2,000 pound rod pull. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to ensure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. The CONTRACTOR will arrange all electrical drops required by the CONTRACTOR.

4. **Capture and Removal of Debris:** The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The CONTRACTOR will bear the cost of all system down-time and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable.

5. **Water Metering Requirements:** The CONTRACTOR will access CITY water via fire hydrants equipped with hydrant meters for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. The CONTRACTOR will use only potable water for this work.

C. Execution:

1. **General:** These specifications provide a basis by which a stormwater main or sanitary sewer line can be cleaned of all debris so that further work can be carried out. The CONTRACTOR will clean the designated stormwater main and/or sanitary sewer lines using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. The CONTRACTOR'S selection of the equipment used shall be based on the condition of the lines at the time the work commences. The CONTRACTOR will select equipment and methods that are satisfactory to the CITY. The CONTRACTOR will accomplish the cleaning of stormwater main or sewer lines by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned,

and removal and proper disposal of said materials. The CONTRACTOR'S cleaning operations may also provide a means by which the stormwater main or sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. The CONTRACTOR will not clean upstream sections of pipe once that section of pipe has been televised and accepted as complete.

2. Site Visit: The CONTRACTOR will conduct a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.

3. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY

D. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main or sewer line by means of water pumped into the line at a high velocity. The CONTRACTOR shall accomplish cleaning using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. The CONTRACTOR will make as many passes as necessary to sufficiently clean the stormwater main or sewer line. The CONTRACTOR will take all precautions to protect the stormwater main or sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: The CONTRACTOR will take precautions to ensure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main or sewer line are used.

3. Capture and Removal of Debris: The CONTRACTOR will construct a suitable weir or dam in the downstream manhole in such a manner that both the solids and water shall be trapped when hydraulic cleaning equipment is used, shall be constructed. The CONTRACTOR will pump this trapped solution using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to ensure complete settlement of the solids before returning the liquid to the stormwater main or sewer line.

E. Mechanical Cleaning Methodology:

1. Rodding: The CONTRACTOR will perform cleaning by rodding with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.

2. Bucket Machine: The CONTRACTOR will remove all solids, materials and other debris by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.

3. Supplemental Cleaning: The CONTRACTOR will perform a minimum of one pass using hydraulic cleaning methods after all material has been removed by mechanical cleaning, to ensure complete removal of material from the walls of the pipe. The CONTRACTOR will repair any damage to pipes.

4. Capture and Removal of Debris: The CONTRACTOR will capture debris in the downstream manhole in a manner approved in writing by the CITY, or as described above when mechanical cleaning equipment is used. .

F. Special Cleaning Requirements for Cast Iron Pipe: The CONTRACTOR will clean pipes of tuberculation, including rust build-up and mineral deposits after cleaning pipe of normal sewage deposits such as sand and grease by methods above. The CONTRACTOR may choose any equipment necessary to remove the tuberculation for pipe diameters greater than 24-inch, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump stations. The CONTRACTOR will remove all tuberculations for pipe diameters less than or equal to 24-inch, using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The CONTRACTOR may choose a similar proofing device if deemed acceptable, in writing, by CITY.

G. Sanitary Sewer Manhole Modifications: The CONTRACTOR will make any modifications to manholes to facilitate cleaning which will be subject to prior written approval by the CITY. CONTRACTOR shall salvage and reuse all manhole covers and rings that are removed during sewer line and manhole rehabilitation.

H. Material Removal and Cleanup:

1. Material Removal: The CONTRACTOR will remove all sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. The CONTRACTOR will remove all solids or semi-solids resulting from the cleaning operations from the site and disposed of at a location approved by the CITY.

2. Root Removal: The CONTRACTOR will remove all roots. The CONTRACTOR will give special attention during the cleaning operation to assure complete removal of roots from joints in lines and manholes. The CONTRACTOR may use chemical root treatment at the option of the CONTRACTOR.

When the CONTRACTOR uses chemicals to aid in removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and in compliance with all applicable CITY, State and Federal regulations. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root

treatment material used. The CONTRACTOR shall protect waterways, ponds and other water bodies from chemical contamination.

I. Degree of Cleaning: The CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater system or sewer system being cleaned to the extent that closed circuit television inspection can be performed. The CONTRACTOR will only perform light cleaning on all stormwater main and sanitary sewer main. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning is defined as follows:

1. **Light Cleaning:** The removal of $\frac{1}{4}$ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

2. **Medium Cleaning:** The removal of greater than $\frac{1}{4}$ and up to and including $\frac{1}{2}$ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

3. **Heavy Cleaning:** The removal of greater than $\frac{1}{2}$ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

J. Dewatering: When by CITY and CONTRACTOR prior inspection and agreement it is determined that the pipe cannot be cleaned due to infiltration of groundwater, and the CONTRACTOR is required to temporarily halt the infiltration of groundwater by dewatering system means, the cost shall be included in the unit prices for cleaning as an incidental cost.

K. Manhole Clean-up: Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. The CONTRACTOR will remove all debris from the stormwater system and sanitary sewer system and shall disposed of such debris properly off site in areas provided by the CONTRACTOR at the CONTRACTOR'S expense. The CONTRACTOR will provide transportation of debris or other material by the CONTRACTOR in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. , The CONTRACTOR will clean up any debris or other material to the satisfaction of the CITY or other authorities having jurisdiction should spillage of debris resulting from overloading of trucks or for any other reason. The CONTRACTOR will ensure that all vehicles transporting debris or other material do not exceed the maximum allowable load limits of any road being used.

L. Restoration: The CONTRACTOR will repair all damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.

M. Additional Cleaning: The CONTRACTOR will re-clean the line at no additional expense to the CITY should subsequent video inspection of cleaned stormwater main or sewers reveal that additional cleaning is required. The CONTRACTOR will provide any additional video inspection or re-setup of video equipment required due to re-cleaning at no additional expense to the CITY.

N. Pre- and Post-Work Inspections

The CONTRACTOR will video tape the stormwater main or sewer lines under the direct supervision of a CITY representative, prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work,. A CITY representative must be on site during the entire inspection procedure period. In the event the CONTRACTOR performs video inspection without a CITY representative present, the video will not be accepted by the CITY and must be re-done in the presence of a CITY representative. The CONTRACTOR will provide one (1) copy of the DVD video and associated video logs to the CITY prior to scheduling the post-cleaning and final inspections. CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair if defects or problems are observed on the video. The CONTRACTOR will make all necessary repairs or correct the noted deficiencies at no cost to the CITY.

The CONTRACTOR will provide mandatory television inspection on all stormwater main and sewer mains that CIPP work has been performed under this contract. Only pan and tilt type cameras will be allowed. The CONTRACTOR will provide two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality to the CITY at the time of the inspection. The video will be in color with good clarity. No black and white or poor quality videos will be accepted. The CONTRACTOR will schedule television inspection a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be deemed invalid. The CONTRACTOR will clean all lines prior to videoing in accordance with Technical Specifications.

O. Maintenance of Traffic (MOT)

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the "Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System" (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) "Manual on Uniform Traffic Control Devices" (latest edition) for all aspects of assigned work.

CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. The CONTRACTOR will provide written notice prior to access blockage to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.

The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. The CONTRACTOR will include the cost of all work, materials and costs required for completed traffic control in the unit cost of the traffic control pay items in the pricing sheet.

P. Locates CONTRACTOR is responsible for all utility locates.

Q. Isolation and Bypass Operations

1. CONTRACTOR shall provide all isolation and bypass operations: The CONTRACTOR's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system and stormwater main users while maintenance or construction operations (including rehabilitation, repair or replacement) are being performed on the segment(s) being bypassed and/or from which flow is being diverted by:

- a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained
- b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
- c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
- d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, stormwater mains and waterways while flow bypass or diversion pumping takes place, and
- e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.

2. The CONTRACTOR will provide flow bypass and diversion pumping in such a manner so as not to damage private or public property, or create a nuisance or public menace. The CONTRACTOR will enclose the pumped sewage in a hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. The CONTRACTOR will return flow to the sewer and will remove all temporary equipment after the work is completed. The CONTRACTOR will enclose the pumped storm water in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the stormwater system. The CONTRACTOR shall return flow to the stormwater mains and all temporary equipment removed after the work is completed.

3. The CONTRACTOR will provide an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy on site continuously to monitor the operation of the entire bypass/diversion system when pumps are operating. The operator/mechanic shall comprehensively, methodically and continuously:

- a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels
- b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
- c. Check the integrity of hoses and couplings along the entire bypass/diversion system.
- d. Monitor lubrication levels and top off as necessary
- e. Facilitate minor repairs as required
- f. Report to CITY on problems arising.

4. The CONTRACTOR shall plan and execute sewer flow control, bypass and diversion pumping operations. The CONTRACTOR shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.

5. The CONTRACTOR shall immediately stop the overflow and take action to clean up and disinfect the spillage in the event of accidental overflow or spillage. The CONTRACTOR shall notify the CITY immediately and in any event not less than twenty-four (24) hours following the occurrence.

The CONTRACTOR is deemed to be entirely responsible should fines be subsequently imposed as a direct result of the overflow or spillage and the CONTRACTOR shall pay such fines as are imposed by the authorities. The CITY shall pay no fine(s) where it is shown the CONTRACTOR was entirely responsible for any overflow or spillage.

6. The CONTRACTOR shall complete work as efficiently as possible without interruption once by-pass pumping is underway at any given site.

7. The CONTRACTOR will ensure the level of noise emitted from pumps is within local regulations/ordinance parameters.

R. Work Integration

1. Hours of Operation: The CONTRACTOR will conduct all work during CITY acceptable work hours (typically 7:30 a.m. to 6:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays, unless circumstances prevent such scheduling. Such circumstances may include, but are not limited to, structures with high peak flows, significant negative impact on business or schools or excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR-related costs shall be borne by the CONTRACTOR.

2. Work Coordination: The CONTRACTOR shall coordinate all work between a single point of contact for the CONTRACTOR and the CITY designated project manager. The CONTRACTOR will conduct discussion of structure conditions before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.

3. The CONTRACTOR will notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

S. Work Product Submittals

1. Bypass Pumping: The CONTRACTOR will provide submittals for the bypass pumping plan and those plans approved no less than two weeks prior to execution of the work. The CONTRACTOR will not mobilize prior to approval of the pumping plan.

2. Videotaping: CONTRACTOR will submit one copy of each of two video inspections; one prior to the start of work and one after CIPP lining is completed for each

project. The video shall be of *high visual quality with complete and clear annotation on screen* to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

T. Site Restoration

The CONTRACTOR shall restore the work site(s) on a daily basis where practical. The CONTRACTOR will clear all obstructions from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. The CONTRACTOR will not create a public nuisance during restoration activities. The CONTRACTOR will complete all restoration activities within a minimum of fourteen (14) calendar days of work being finished in a work area. Site restoration is ancillary item for the CIPP reconstruction and shall be included in the LF cost.

U. Ordering and Payment

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the Contractor is based on an annual prioritized list of projects or a request from the Field Operations staff. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.

2. The CONTRACTOR will submit monthly invoices to the CITY inspector for review and agreement prior to submitting to the CITY project manager for final acceptance and processing of payment.

V. Mobilization Mobilization charges shall include movement of equipment and material to and from the site and other costs not included as a separate line item to commence work on a work authorization.

W. Line Reconstruction

1. Sanitary: Includes open cut and installation of SDR-26 PVC Sanitary Sewer. Furnished and Installed. Open cut and Construct Sanitary Sewer line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring bracing installation of SDR26 PVC sanitary sewer, rigid fernco connections or manhole boots as required, pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements, pavement repair, testing, sodding and cleanup.

2. Sanitary: Includes open cut installation of C900 Sanitary sewer. Furnished and Installed. Open cut and Construct Sanitary Sewer line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring bracing installation of C900 sanitary sewer, rigid fernco connections or manhole boots as required,

pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding and cleanup.

3. **Stormwater:** Includes open cut installation of RCP stormwater pipeline. **Furnished and Installed.** Open cut and Construct stormwater line, includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring, bracing installation of RCP stormwater pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding, pavement repair, brick and mortar installation and any connection to a structure and cleanup. **FDOT Concrete collars are required on RCP to connect pipe and incidental to installation of the stormwater PVC line.**

4. **Stormwater:** Includes open cut installation of HDPE stormwater pipeline. **Furnished and Installed.** Open cut and Construct stormwater line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring, bracing installation of HDPE stormwater pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding, pavement repair, brick and mortar installation and any connection to a structure and cleanup. **HDPE collars are incidental to installation of the stormwater HDPE line.**

X. Grout Fill Abandoned Lines Grout fill will be required where the City determines it best to replace the entire line in a different alignment. The unit price will be paid by the cubic yard. Payment will be for the furnishing and placement of the grout mixture and will include all necessary excavation, connections, restoration and all other accommodations to properly perform the work.

Y. Manhole Cleaning the CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater or sewer manhole being cleaned to the extent that closed circuit television inspection can be performed.

CIPP REHABILITATION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
A	8" diameter				
A-1	6.0 mm normal thickness (.236")	10,000	LF	\$ 23.10	\$ 231,000.00
A-2	7.5 mm normal thickness (.295")	10,000	LF	\$ 25.20	\$ 252,000.00
A-3	9.0 mm normal thickness (.354")	5,000	LF	\$ 26.00	\$ 130,000.00
				TOTAL "A"	\$ 613,000.00
B	10" diameter				
B-1	6.0 mm normal thickness (.236")	400	LF	\$ 27.30	\$ 10,920.00
B-2	7.5 mm normal thickness (.295")	400	LF	\$ 29.70	\$ 11,880.00
B-3	9.0 mm normal thickness (.354")	400	LF	\$ 31.00	\$ 12,400.00
				TOTAL "B"	\$ 35,200.00
C	12" diameter				
C-1	6.0 mm normal thickness (.236")	400	LF	\$ 30.40	\$ 12,160.00
C-2	7.5 mm normal thickness (.295")	400	LF	\$ 32.90	\$ 13,160.00
C-3	9.0 mm normal thickness (.354")	600	LF	\$ 39.30	\$ 23,580.00
				TOTAL "C"	\$ 48,900.00
D	15" diameter				
D-1	6.0 mm normal thickness (.236")	400	LF	\$ 38.00	\$ 15,200.00
D-2	7.5 mm normal thickness (.295")	400	LF	\$ 42.10	\$ 16,840.00
D-3	9.0 mm normal thickness (.354")	600	LF	\$ 49.10	\$ 29,460.00
				TOTAL "D"	\$ 61,500.00
E	18" diameter				
E-1	6.0 mm normal thickness (.236")	300	LF	\$ 37.90	\$ 11,370.00
E-2	7.5 mm normal thickness (.295")	300	LF	\$ 45.00	\$ 13,500.00
E-3	9.0 mm normal thickness (.354")	300	LF	\$ 57.70	\$ 17,310.00
E-4	10.5 mm normal thickness (.413")	200	LF	\$ 61.20	\$ 12,240.00
				TOTAL "E"	\$ 54,420.00
F	21" diameter				
F-1	6.0 mm normal thickness (.236")	300	LF	\$ 44.00	\$ 13,200.00
F-2	7.5 mm normal thickness (.295")	300	LF	\$ 48.00	\$ 14,400.00
F-3	9.0 mm normal thickness (.354")	300	LF	\$ 67.50	\$ 20,250.00
F-4	10.5 mm normal thickness (.413")	300	LF	\$ 73.30	\$ 21,990.00
F-5	12.0 mm normal thickness (.472")	200	LF	\$ 78.90	\$ 15,780.00
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	\$ 4.20	\$ 420.00
				TOTAL "F"	\$ 86,040.00

CIPP REHABILITATION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
G	24" diameter				
G-1	9.0 mm normal thickness (.354")	300	LF	\$ 70.00	\$ 21,000.00
G-2	10.5 mm normal thickness (.413")	300	LF	\$ 82.50	\$ 24,750.00
G-3	12.0 mm normal thickness (.472")	300	LF	\$ 89.90	\$ 26,970.00
G-4	13.5 mm normal thickness (.531")	300	LF	\$ 94.90	\$ 28,470.00
G-5	15.0 mm normal thickness (.591")	200	LF	\$ 100.20	\$ 20,040.00
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 4.30	\$ 430.00
				TOTAL "G"	\$ 121,660.00
H	27" diameter				
H-1	9.0 mm normal thickness (.354")	100	LF	\$ 74.00	\$ 7,400.00
H-2	10.5 mm normal thickness (.413")	100	LF	\$ 89.70	\$ 8,970.00
H-3	12.0 mm normal thickness (.472")	100	LF	\$ 97.90	\$ 9,790.00
H-4	13.5 mm normal thickness (.531")	50	LF	\$ 104.20	\$ 5,210.00
H-5	15.0 mm normal thickness (.591")	50	LF	\$ 110.30	\$ 5,515.00
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 3.90	\$ 390.00
				TOTAL "H"	\$ 37,275.00
I	30" diameter				
I-1	9.0 mm normal thickness (.354")	100	LF	\$ 76.00	\$ 7,600.00
I-2	10.5 mm normal thickness (.413")	100	LF	\$ 101.10	\$ 10,110.00
I-3	12.0 mm normal thickness (.472")	100	LF	\$ 109.50	\$ 10,950.00
I-4	13.5 mm normal thickness (.531")	100	LF	\$ 115.90	\$ 11,590.00
I-5	15.0 mm normal thickness (.591")	100	LF	\$ 121.80	\$ 12,180.00
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 5.50	\$ 550.00
				TOTAL "I"	\$ 52,980.00
J	36" diameter				
J-1	10.5 mm normal thickness (.413")	100	LF	\$ 90.00	\$ 9,000.00
J-2	12.0 mm normal thickness (.472")	100	LF	\$ 134.50	\$ 13,450.00
J-3	13.5 mm normal thickness (.531")	100	LF	\$ 142.80	\$ 14,280.00
J-4	15.0 mm normal thickness (.591")	100	LF	\$ 150.70	\$ 15,070.00
J-5	16.5 mm normal thickness (.650")	100	LF	\$ 157.40	\$ 15,740.00
J-6	18.0 mm normal thickness (.709")	100	LF	\$ 166.10	\$ 16,610.00
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$ 5.60	\$ 560.00
				TOTAL "J"	\$ 84,710.00

CIPP REHABILITATION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
K	42" diameter				
K-1	10.5 mm normal thickness (.413")	100	LF	\$ 119.80	\$ 11,980.00
K-2	12.0 mm normal thickness (.472")	100	LF	\$ 158.80	\$ 15,880.00
K-3	13.5 mm normal thickness (.531")	100	LF	\$ 167.60	\$ 16,760.00
K-4	15.0 mm normal thickness (.591")	100	LF	\$ 176.40	\$ 17,640.00
K-5	16.5 mm normal thickness (.650")	50	LF	\$ 185.20	\$ 9,260.00
K-6	18.0 mm normal thickness (.709")	50	LF	\$ 192.80	\$ 9,640.00
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$ 7.10	\$ 710.00
				TOTAL "K"	\$ 81,870.00
	TOTAL "A" THRU "K"				\$ 1,277,555.00
CLEAN & INSPECTION - SANITARY SEWER MAINS					
L	Light Cleaning and Inspection				
L-1	8" – 12" diameter	6,000	LF	\$ 2.50	\$ 15,000.00
L-2	14" – 18" diameter	6,000	LF	\$ 5.00	\$ 30,000.00
L-3	20" – 24" diameter	6,000	LF	\$ 7.00	\$ 42,000.00
L-4	27" – 42" diameter	6,000	LF	\$ 10.00	\$ 60,000.00
L-5	48" – 72" diameter	6,000	LF	\$ 12.10	\$ 72,600.00
				TOTAL "L"	\$ 219,600.00
M	Medium Cleaning				
M-1	8" – 12" diameter	6,000	LF	\$ 3.70	\$ 22,200.00
M-2	14" – 18" diameter	6,000	LF	\$ 7.00	\$ 42,000.00
M-3	20" – 24" diameter	6,000	LF	\$ 10.00	\$ 60,000.00
M-4	27" – 42" diameter	6,000	LF	\$ 13.10	\$ 78,600.00
M-5	48" – 72" diameter	6,000	LF	\$ 15.10	\$ 90,600.00
				TOTAL "M"	\$ 293,400.00
N	Heavy Cleaning				
N-1	8" – 12" diameter	6,000	LF	\$ 3.30	\$ 19,800.00
N-2	14" – 18" diameter	6,000	LF	\$ 8.00	\$ 48,000.00
N-3	20" – 24" diameter	6,000	LF	\$ 12.10	\$ 72,600.00
N-4	27" – 42" diameter	6,000	LF	\$ 16.10	\$ 96,600.00
N-5	48" – 72" diameter	6,000	LF	\$ 18.10	\$ 108,600.00
		6,000	LF		\$ -
				TOTAL "N"	\$ 345,600.00
O	Root Removal				
O-1	8" – 12" diameter	6,000	LF	\$ 1.60	\$ 9,600.00
O-2	14" – 18" diameter	6,000	LF	\$ 2.60	\$ 15,600.00
O-3	20" – 24" diameter	6,000	LF	\$ 4.80	\$ 28,800.00
O-4	27" – 42" diameter	6,000	LF	\$ 5.30	\$ 31,800.00
O-5	48" – 72" diameter	6,000	LF	\$ 6.30	\$ 37,800.00
				TOTAL "O"	\$ 123,600.00

CLEAN & INSPECTION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
P	Tuberculation Cleaning				
P-1	8" – 12" diameter	6,000	LF	\$ 19.00	\$ 114,000.00
P-2	14" – 18" diameter	6,000	LF	\$ 21.70	\$ 130,200.00
P-3	20" – 24" diameter	6,000	LF	\$ 22.70	\$ 136,200.00
P-4	27" – 42" diameter	6,000	LF	\$ 23.30	\$ 139,800.00
P-5	48" – 72" diameter	6,000	LF	\$ 25.90	\$ 155,400.00
				TOTAL "P"	\$ 675,600.00
	TOTAL "L" THRU "P"				\$ 1,657,800.00
SANITARY SEWER					
LATERAL CIPP LINING-TOP HAT/FULL WRAP - UP TO 36"					
Q					
Q-1	Four (4) inch lateral connection per ASTM F1216-16	20	EA	\$ 2,009.90	\$ 40,198.00
Q-2	Six (6) inch lateral connection per ASTM F1216-16	20	EA	\$ 2,009.90	\$ 40,198.00
Q-3	Eight (8) inch lateral connection per ASTM F1216-16	20	EA	\$ 2,009.90	\$ 40,198.00
Q-4	Lateral lining 0 to 30' per ASTM F1216-16	100	LF	\$ 79.30	\$ 7,930.00
Q-5	Additional Lateral Lining > 30' per ASTM F1216-16	100	LF	\$ 37.00	\$ 3,700.00
Q-6	Lateral Cutout	20	EA	\$ 195.00	\$ 3,900.00
Q-4	Lateral Grout	20	EA	\$ 390.20	\$ 7,804.00
	TOTAL "Q"				\$ 143,928.00
SANITARY SEWER					
MANHOLE/LIFT STATION REFURBISHMENT					
R					
R-1	Interior Manhole Application (Precast)	2,000	SF	\$ 19.00	\$ 38,000.00
R-2	Interior Manhole Application (Brick)	2,000	SF	\$ 23.30	\$ 46,600.00
R-3	Interior Lift Station Application (Precast)	2,000	SF	\$ 21.20	\$ 42,400.00
R-4	Interior Lift Station Application (Brick)	2,000	SF	\$ 26.40	\$ 52,800.00
R-5	Bench/Invert Repair	200	EA	\$ 528.90	\$ 105,780.00
	TOTAL "R"				\$ 285,580.00
SANITARY SEWER					
CLEANOUT INSTALLATION					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
S					
S-1	Four (4) inch cleanout	20	EA	\$ 528.90	\$ 10,578.00
S-2	Six (6) inch cleanout	20	EA	\$ 634.70	\$ 12,694.00
S-3	Eight (8) inch cleanout	20	EA	\$ 793.40	\$ 15,868.00
	TOTAL "S"				\$ 39,140.00

MANHOLE CLEANING					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
T	Manhole cleaning	2,000	SF	\$ 5.30	\$ 10,600.00
TOTAL "T"					\$ 10,600.00
TOTAL "Q" THRU "T"					\$ 479,248.00
CIPP REHABILITATION - STORMWATER MAINS					
U	8" diameter				
U-1	6.0 mm normal thickness (.236")	500	LF	\$ 39.50	\$ 19,750.00
TOTAL "U"					\$ 19,750.00
V	10" diameter				
V-1	6.0 mm normal thickness (.236")	400	LF	\$ 45.50	\$ 18,200.00
V-2	7.5 mm normal thickness (.295")	400	LF	\$ 48.00	\$ 19,200.00
TOTAL "V"					\$ 37,400.00
W	12" diameter				
W-1	6.0 mm normal thickness (.236")	750	LF	\$ 48.80	\$ 36,600.00
W-2	7.5 mm normal thickness (.295")	750	LF	\$ 51.50	\$ 38,625.00
TOTAL "W"					\$ 75,225.00
X	15" diameter				
X-1	6.0 mm normal thickness (.236")	1,000	LF	\$ 55.00	\$ 55,000.00
X-2	7.5 mm normal thickness (.295")	1,500	LF	\$ 64.50	\$ 96,750.00
X-3	9.0 mm normal thickness (.354")	1,000	LF	\$ 76.90	\$ 76,900.00
X-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	100	LF	\$ 2.10	\$ 210.00
TOTAL "X"					\$ 228,860.00
Y	18" diameter				
Y-1	6.0 mm normal thickness (.236")	1,250	LF	\$ 52.20	\$ 65,250.00
Y-2	7.5 mm normal thickness (.295")	1,250	LF	\$ 67.60	\$ 84,500.00
Y-3	9.0 mm normal thickness (.354")	1,250	LF	\$ 79.40	\$ 99,250.00
Y-4	10.5 mm normal thickness (.413")	1,250	LF	\$ 82.90	\$ 103,625.00
Y-5	Charge for each 1.5 mm thickness increase per LF exceeding 10.5 mm	100	LF	\$ 4.20	\$ 420.00
TOTAL "Y"					\$ 353,045.00
Z	21" diameter				
Z-1	6.0 mm normal thickness (.236")	220	LF	\$ 59.70	\$ 13,134.00
Z-2	7.5 mm normal thickness (.295")	220	LF	\$ 63.50	\$ 13,970.00
Z-3	9.0 mm normal thickness (.354")	220	LF	\$ 90.10	\$ 19,822.00
Z-4	10.5 mm normal thickness (.413")	220	LF	\$ 96.10	\$ 21,142.00
Z-5	12.0 mm normal thickness (.472")	200	LF	\$ 104.40	\$ 20,880.00
Z-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	\$ 4.20	\$ 420.00
TOTAL "Z"					\$ 89,368.00

CIPP REHABILITATION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
AA	24" diameter				
AA-1	9.0 mm normal thickness (.354")	700	LF	\$ 95.00	\$ 66,500.00
AA-2	10.5 mm normal thickness (.413")	700	LF	\$ 106.70	\$ 74,690.00
AA-3	12.0 mm normal thickness (.472")	700	LF	\$ 116.80	\$ 81,760.00
AA-4	13.5 mm normal thickness (.531")	700	LF	\$ 122.00	\$ 85,400.00
AA-5	15.0 mm normal thickness (.591")	700	LF	\$ 127.50	\$ 89,250.00
AA-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 4.30	\$ 430.00
				TOTAL "AA"	\$ 398,030.00
BB	27" diameter				
BB-1	9.0 mm normal thickness (.354")	220	LF	\$ 100.00	\$ 22,000.00
BB-2	10.5 mm normal thickness (.413")	220	LF	\$ 113.70	\$ 25,014.00
BB-3	12.0 mm normal thickness (.472")	220	LF	\$ 124.60	\$ 27,412.00
BB-4	13.5 mm normal thickness (.531")	220	LF	\$ 131.20	\$ 28,864.00
BB-5	15.0 mm normal thickness (.591")	220	LF	\$ 137.60	\$ 30,272.00
BB-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 4.50	\$ 450.00
				TOTAL "BB"	\$ 134,012.00
CC	30" diameter				
CC-1	9.0 mm normal thickness (.354")	600	LF	\$ 100.00	\$ 60,000.00
CC-2	10.5 mm normal thickness (.413")	600	LF	\$ 113.70	\$ 68,220.00
CC-3	12.0 mm normal thickness (.472")	600	LF	\$ 123.30	\$ 73,980.00
CC-4	13.5 mm normal thickness (.531")	600	LF	\$ 129.90	\$ 77,940.00
CC-5	15.0 mm normal thickness (.591")	600	LF	\$ 135.90	\$ 81,540.00
CC-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 5.50	\$ 550.00
				TOTAL "CC"	\$ 362,230.00
DD	36" diameter				
DD-1	10.5 mm normal thickness (.413")	500	LF	\$ 108.00	\$ 54,000.00
DD-2	12.0 mm normal thickness (.472")	500	LF	\$ 151.70	\$ 75,850.00
DD-3	13.5 mm normal thickness (.531")	500	LF	\$ 160.30	\$ 80,150.00
DD-4	15.0 mm normal thickness (.591")	500	LF	\$ 168.30	\$ 84,150.00
DD-5	16.5 mm normal thickness (.650")	250	LF	\$ 175.10	\$ 43,775.00
DD-6	18.0 mm normal thickness (.709")	250	LF	\$ 184.00	\$ 46,000.00
DD-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$ 5.60	\$ 560.00
				TOTAL "DD"	\$ 384,485.00

CIPP REHABILITATION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
EE	42" diameter				
EE-1	10.5 mm normal thickness (.413")	250	LF	\$ 120.00	\$ 30,000.00
EE-2	12.0 mm normal thickness (.472")	250	LF	\$ 140.00	\$ 35,000.00
EE-3	13.5 mm normal thickness (.531")	250	LF	\$ 185.80	\$ 46,450.00
EE-4	15.0 mm normal thickness (.591")	250	LF	\$ 194.80	\$ 48,700.00
EE-5	16.5 mm normal thickness (.650")	250	LF	\$ 203.80	\$ 50,950.00
EE-6	18.0 mm normal thickness (.709")	250	LF	\$ 211.50	\$ 52,875.00
EE-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$ 7.10	\$ 710.00
				TOTAL "EE"	\$ 264,685.00
FF	48" diameter				
FF-1	12.0 mm normal thickness (.472")	200	LF	\$ 150.00	\$ 30,000.00
FF-2	13.5 mm normal thickness (.531")	200	LF	\$ 160.00	\$ 32,000.00
FF-3	15.0 mm normal thickness (.591")	200	LF	\$ 225.30	\$ 45,060.00
FF-4	16.5 mm normal thickness (.650")	200	LF	\$ 235.60	\$ 47,120.00
FF-5	18.0 mm normal thickness (.709")	200	LF	\$ 244.60	\$ 48,920.00
FF-6	19.5 mm normal thickness (.768")	100	LF	\$ 262.20	\$ 26,220.00
FF-7	21.0 mm normal thickness (.827")	100	LF	\$ 270.90	\$ 27,090.00
FF-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	100	LF	\$ 8.00	\$ 800.00
				TOTAL "FF"	\$ 257,210.00
GG	52" diameter				
GG-1	10.5 mm normal thickness (.413")	25	LF	\$ 145.00	\$ 3,625.00
GG-2	12.0 mm normal thickness (.472")	25	LF	\$ 155.00	\$ 3,875.00
GG-3	13.5 mm normal thickness (.531")	25	LF	\$ 165.00	\$ 4,125.00
GG-4	15.0 mm normal thickness (.591")	25	LF	\$ 196.50	\$ 4,912.50
GG-5	16.5 mm normal thickness (.650")	25	LF	\$ 204.20	\$ 5,105.00
GG-6	18.0 mm normal thickness (.709")	25	LF	\$ 262.20	\$ 6,555.00
GG-7	19.5 mm normal thickness (.768")	25	LF	\$ 279.30	\$ 6,982.50
GG-8	21.0 mm normal thickness (.827")	25	LF	\$ 290.40	\$ 7,260.00
GG-9	22.5 mm normal thickness (.886")	100	LF	\$ 302.60	\$ 30,260.00
GG-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$ 9.60	\$ 960.00
				TOTAL "GG"	\$ 73,660.00

CIPP REHABILITATION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
HH	54" diameter				
HH-1	10.5 mm normal thickness (.413")	25	LF	\$ 150.00	\$ 3,750.00
HH-2	12.0 mm normal thickness (.472")	25	LF	\$ 160.00	\$ 4,000.00
HH-3	13.5 mm normal thickness (.531")	25	LF	\$ 170.00	\$ 4,250.00
HH-4	15.0 mm normal thickness (.591")	25	LF	\$ 210.00	\$ 5,250.00
HH-5	16.5 mm normal thickness (.650")	25	LF	\$ 215.00	\$ 5,375.00
HH-6	18.0 mm normal thickness (.709")	25	LF	\$ 288.90	\$ 7,222.50
HH-7	19.5 mm normal thickness (.768")	25	LF	\$ 305.50	\$ 7,637.50
HH-8	21.0 mm normal thickness (.827")	25	LF	\$ 406.10	\$ 10,152.50
HH-9	22.5 mm normal thickness (.886")	100	LF	\$ 419.70	\$ 41,970.00
HH-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$ 9.80	\$ 980.00
				TOTAL "HH"	\$ 90,587.50
II	60" diameter				
II-1	10.5 mm normal thickness (.413")	25	LF	\$ 302.40	\$ 7,560.00
II-2	12.0 mm normal thickness (.472")	25	LF	\$ 319.00	\$ 7,975.00
II-3	13.5 mm normal thickness (.531")	25	LF	\$ 330.20	\$ 8,255.00
II-4	15.0 mm normal thickness (.591")	25	LF	\$ 341.20	\$ 8,530.00
II-5	16.5 mm normal thickness (.650")	25	LF	\$ 350.40	\$ 8,760.00
II-6	18.0 mm normal thickness (.709")	25	LF	\$ 445.50	\$ 11,137.50
II-7	19.5 mm normal thickness (.768")	25	LF	\$ 468.90	\$ 11,722.50
II-8	21.0 mm normal thickness (.827")	25	LF	\$ 483.90	\$ 12,097.50
II-9	22.5 mm normal thickness (.886")	100	LF	\$ 499.10	\$ 49,910.00
II-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$ 13.50	\$ 1,350.00
				TOTAL "II"	\$ 127,297.50
JJ	72" diameter				
JJ-1	10.5 mm normal thickness (.413")	25	LF	\$ 500.10	\$ 12,502.50
JJ-2	12.0 mm normal thickness (.472")	25	LF	\$ 506.20	\$ 12,655.00
JJ-3	13.5 mm normal thickness (.531")	25	LF	\$ 519.70	\$ 12,992.50
JJ-4	15.0 mm normal thickness (.591")	25	LF	\$ 532.80	\$ 13,320.00
JJ-5	16.5 mm normal thickness (.650")	25	LF	\$ 546.60	\$ 13,665.00
JJ-6	18.0 mm normal thickness (.709")	25	LF	\$ 680.50	\$ 17,012.50
JJ-7	19.5 mm normal thickness (.768")	25	LF	\$ 763.20	\$ 19,080.00
JJ-8	21.0 mm normal thickness (.827")	25	LF	\$ 781.80	\$ 19,545.00
JJ-9	22.5 mm normal thickness (.886")	100	LF	\$ 796.30	\$ 79,630.00
JJ-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$ 14.70	\$ 1,470.00
				TOTAL "JJ"	\$ 201,872.50
	Total CIPP Rehabilitation - Stormwater Mains ("U" THRU "JJ")				\$ 3,097,717.50

CLEAN & INSPECTION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
KK	Light Cleaning and inspection				
KK-1	8" - 12" diameter	6,000	LF	\$ 6.00	\$ 36,000.00
KK-2	14" - 18" diameter	6,000	LF	\$ 8.00	\$ 48,000.00
KK-3	20" - 24" diameter	6,000	LF	\$ 9.00	\$ 54,000.00
KK-4	27" - 42" diameter	6,000	LF	\$ 12.10	\$ 72,600.00
KK-5	48" - 72" diameter	6,000	LF	\$ 16.10	\$ 96,600.00
				TOTAL "KK"	\$ 307,200.00
LL	Medium Cleaning				
LL-1	8" - 12" diameter	6,000	LF	\$ 9.00	\$ 54,000.00
LL-2	14" - 18" diameter	6,000	LF	\$ 11.10	\$ 66,600.00
LL-3	20" - 24" diameter	6,000	LF	\$ 14.10	\$ 84,600.00
LL-4	27" - 42" diameter	6,000	LF	\$ 17.10	\$ 102,600.00
LL-5	48" - 72" diameter	6,000	LF	\$ 20.10	\$ 120,600.00
				TOTAL "LL"	\$ 428,400.00
MM	Heavy Cleaning				
MM-1	8" - 12" diameter	6,000	LF	\$ 11.10	\$ 66,600.00
MM-2	14" - 18" diameter	6,000	LF	\$ 16.10	\$ 96,600.00
MM-3	20" - 24" diameter	6,000	LF	\$ 20.10	\$ 120,600.00
MM-4	27" - 42" diameter	6,000	LF	\$ 26.10	\$ 156,600.00
MM-5	48" - 72" diameter	6,000	LF	\$ 32.20	\$ 193,200.00
				TOTAL "MM"	\$ 633,600.00
NN	Root Removal				
NN-1	8" - 12" diameter	6,000	LF	\$ 1.60	\$ 9,600.00
NN-2	14" - 18" diameter	6,000	LF	\$ 2.60	\$ 15,600.00
NN-3	20" - 24" diameter	6,000	LF	\$ 4.80	\$ 28,800.00
NN-4	27" - 42" diameter	6,000	LF	\$ 5.30	\$ 31,800.00
NN-5	48" - 72" diameter	6,000	LF	\$ 6.30	\$ 37,800.00
				TOTAL "NN"	\$ 123,600.00
OO	Tuberculation Cleaning				
OO-1	8" - 12" diameter	6,000	LF	\$ 19.00	\$ 114,000.00
OO-2	14" - 18" diameter	6,000	LF	\$ 21.70	\$ 130,200.00
OO-3	20" - 24" diameter	6,000	LF	\$ 22.70	\$ 136,200.00
OO-4	27" - 42" diameter	6,000	LF	\$ 23.30	\$ 139,800.00
OO-5	8" - 72" diameter	6,000	LF	\$ 25.90	\$ 155,400.00
				TOTAL "OO"	\$ 675,600.00
PP	Stormwater Manhole Cleaning	2,800	SF	\$ 5.30	\$ 14,840.00
				TOTAL "PP"	\$ 14,840.00
	TOTAL "KK" THRU "PP"				\$ 2,183,240.00

ANCILLARY GENERAL SERVICES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
QQ	By-Pass Pumping				
QQ-1	8" diameter	5	LS	\$ 317.40	\$ 1,587.00
QQ-2	10" diameter	5	LS	\$ 317.40	\$ 1,587.00
QQ-3	12" diameter	5	LS	\$ 1,586.80	\$ 7,934.00
QQ-4	15" diameter	5	LS	\$ 6,347.00	\$ 31,735.00
QQ-5	18" diameter	5	LS	\$ 11,107.30	\$ 55,536.50
QQ-6	21" diameter	5	LS	\$ 12,694.10	\$ 63,470.50
QQ-7	24" diameter	5	LS	\$ 14,280.80	\$ 71,404.00
QQ-8	27" diameter	5	LS	\$ 15,867.60	\$ 79,338.00
QQ-9	30" diameter	5	LS	\$ 17,454.30	\$ 87,271.50
QQ-10	36" diameter	5	LS	\$ 19,041.10	\$ 95,205.50
				TOTAL "QQ"	\$ 495,069.00
RR	Standard Service Reconnection	25	Each	\$ 195.00	\$ 4,875.00
				TOTAL "RR"	\$ 4,875.00
SS	Traffic Control - FDOT Right of Way				
SS-1	Flagman	10	Setup	\$ 655.90	\$ 6,559.00
SS-2	Arrow Board	10	Setup	\$ 190.40	\$ 1,904.00
SS-3	Barricades	10	Setup	\$ 359.70	\$ 3,597.00
SS-4	Lane Dividers	10	Setup	\$ 15.90	\$ 159.00
				TOTAL "SS"	\$ 12,219.00
TT	Traffic Control - City Right of Way				
TT-1	Flagman	10	Setup	\$ 655.90	\$ 6,559.00
TT-2	Arrow Board	10	Setup	\$ 190.40	\$ 1,904.00
TT-3	Barricades	10	Setup	\$ 264.50	\$ 2,645.00
TT-4	Lane Dividers	10	Setup	\$ 15.90	\$ 159.00
				TOTAL "TT"	\$ 11,267.00
UU	Traffic Control - County Right of Way				
UU-1	Flagman	10	Setup	\$ 655.90	\$ 6,559.00
UU-2	Arrow Board	10	Setup	\$ 190.40	\$ 1,904.00
UU-3	Barricades	10	Setup	\$ 359.70	\$ 3,597.00
UU-4	Lane Dividers	10	Setup	\$ 15.90	\$ 159.00
				TOTAL "UU"	\$ 12,219.00

ANCILLARY GENERAL SERVICES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
VV	Easement Access				
VV-1	6" to 12" diameter	100	LF	\$ 3.70	\$ 370.00
VV-2	14" to 18" diameter	100	LF	\$ 4.80	\$ 480.00
VV-3	20" to 24" diameter	100	LF	\$ 6.10	\$ 610.00
VV-4	27" to 30" diameter	100	LF	\$ 9.80	\$ 980.00
VV-5	36" to 42" diameter	100	LF	\$ 10.80	\$ 1,080.00
VV-6	48" to 54" diameter	100	LF	\$ 16.10	\$ 1,610.00
				TOTAL "VV"	\$ 5,130.00
WW	Manhole Cleaning	2,800	SF	\$ 5.30	\$ 14,840.00
				TOTAL "WW"	\$ 14,840.00
XX	Grout fill abandoned pipe	1,000	CY	\$ 158.70	\$ 158,700.00
				TOTAL "XX"	\$ 158,700.00
YY	Chemical and physical product testing	10	EA	\$ 264.50	\$ 2,645.00
				TOTAL "YY"	\$ 2,645.00
ZZ	Erosion and sediment control				
ZZ-1	Silt Fencing	200	LF	\$ 4.20	\$ 840.00
ZZ-2	Floating Turbidity Barrier	200	LF	\$ 15.90	\$ 3,180.00
ZZ-3	Gutter Buddy	100	EA	\$ 52.90	\$ 5,290.00
				TOTAL "ZZ"	\$ 9,310.00
AAA	Mobilization	20	Setup	\$ 3,578.40	\$ 71,568.00
				TOTAL "AAA"	\$ 71,568.00
BBB	Bonds	100,000	Percentage	\$ 0.03	\$ 3,000.00
				TOTAL "BBB"	\$ 3,000.00
	TOTAL "QQ" THRU "BBB"				\$ 800,842.00
	TOTAL ESTIMATED BID AMOUNT				\$ 9,496,402.50

ADDITIVE ALTERNATE No. 1							
SANITARY SEWER							
LINE RECONSTRUCTION SDR 26 LESS THAN 10' DEPTH							
CCC							
CCC-1	15"	100	LF	\$ 272.00	\$ 27,200.00		
CCC-2	18"	100	LF	\$ 292.20	\$ 29,220.00		
CCC-3	24"	100	LF	\$ 385.60	\$ 38,560.00		
CCC-4	30"	100	LF	\$ 464.10	\$ 46,410.00		
CCC-5	36"	100	LF	\$ 582.90	\$ 58,290.00		
CCC-6	42"	100	LF	\$ 594.10	\$ 59,410.00		
CCC-7	48"	100	LF	\$ 1,193.20	\$ 119,320.00		
CCC-8	54"	100	LF	\$ 1,500.00	\$ 150,000.00		
CCC-9	60"	100	LF	\$ 2,000.00	\$ 200,000.00		
CCC-10	66"	50	LF	\$ 2,500.00	\$ 125,000.00		
CCC-11	72"	50	LF	\$ 3,000.00	\$ 150,000.00		
					TOTAL "CCC"	\$ 1,003,410.00	
SANITARY SEWER							
LINE RECONSTRUCTION C900 GREATER THAN 10' DEPTH							
DDD							
DDD-1	15"	100	LF	\$ 333.30	\$ 33,330.00		
DDD-2	18"	100	LF	\$ 358.30	\$ 35,830.00		
DDD-3	24"	100	LF	\$ 469.00	\$ 46,900.00		
DDD-4	30"	100	LF	\$ 578.50	\$ 57,850.00		
DDD-5	36"	100	LF	\$ 745.00	\$ 74,500.00		
DDD-6	42"	100	LF	\$ 1,391.10	\$ 139,110.00		
DDD-7	48"	100	LF	\$ 1,500.00	\$ 150,000.00		
DDD-8	54"	100	LF	\$ 2,000.00	\$ 200,000.00		
DDD-9	60"	100	LF	\$ 2,500.00	\$ 250,000.00		
DDD-10	66"	50	LF	\$ 3,000.00	\$ 150,000.00		
DDD-11	72"	50	LF	\$ 3,500.00	\$ 175,000.00		
					TOTAL "DDD"	\$ 1,312,520.00	

STORMWATER MAINS					
EEE	Line Reconstruction (concrete collars are incidental) greater than 8' depth and under roadways				
EEE-1	15" RCP	250	LF	\$ 161.30	\$ 40,325.00
EEE-2	18" RCP	250	LF	\$ 171.10	\$ 42,775.00
EEE-3	24" RCP	250	LF	\$ 188.60	\$ 47,150.00
EEE-4	30" RCP	250	LF	\$ 227.30	\$ 56,825.00
EEE-5	36" RCP	250	LF	\$ 256.20	\$ 64,050.00
EEE-6	48" RCP	250	LF	\$ 324.20	\$ 81,050.00
EEE-7	54" RCP	250	LF	\$ 386.40	\$ 96,600.00
EEE-8	60" RCP	250	LF	\$ 424.70	\$ 106,175.00
EEE-9	72" RCP	500	LF	\$ 548.60	\$ 274,300.00
				TOTAL "EEE"	\$ 809,250.00
FFF	HDPE Line Reconstruction less than 8'				
FFF-1	15" HDPE	250	LF	\$ 133.60	\$ 33,400.00
FFF-2	18" HDPE	250	LF	\$ 142.20	\$ 35,550.00
FFF-3	24" HDPE	250	LF	\$ 160.60	\$ 40,150.00
FFF-4	30" HDPE	250	LF	\$ 203.10	\$ 50,775.00
FFF-5	36" HDPE	250	LF	\$ 209.80	\$ 52,450.00
FFF-6	42" HDPE	250	LF	\$ 231.70	\$ 57,925.00
FFF-7	48" HDPE	250	LF	\$ 279.80	\$ 69,950.00
FFF-8	54" HDPE	250	LF	\$ 310.00	\$ 77,500.00
FFF-9	60" HDPE	250	LF	\$ 353.50	\$ 88,375.00
FFF-10	70" HDPE	500	LF	\$ 390.00	\$ 195,000.00
				TOTAL "FFF"	\$ 701,075.00
				TOTAL "CCC" THRU "FFF"	\$ 3,826,255.00

*(COMPOSITE EXHIBIT C is not attached but will remain on file in
in the Office of the Purchasing Agent and will be available upon request)*



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 12/22/2021 Amount:
Department: Attorney Account #:
Subject: Ordinance 2021-44 Proposing an Amendment to the Bunnell City Charter
Providing for Residency Districts for the Election of City Commissioners. -
First Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

Summary/Highlights:

This is a request to propose an amendment to the Bunnell City Charter. For the Charter to be amended, the electors of Bunnell must vote on it.

This item was heard at the December 13, 2021 City Commission meeting, but was not approved by a vote of 2 to 3. At the December 22, 2021 City Commission Meeting, Commissioner Gordon requested this item be placed back on a future Commission agenda for further discussion and consideration.

Background:

This proposed charter amendment provides that by October 1, 2022, the City Commission will divide the City into four contiguous residency districts of nearly equal population. Thereafter, beginning with the March 2023 City election and in all subsequent elections, candidates for the four City Commissioner seats would be elected for the residency districts in which they reside, but elected by a City-wide vote of all of the qualified voters of the City. The charter amendment would not change anything concerning elections for Mayor.

Staff Recommendation:

Approve Ordinance 2021-44 Proposing an Amendment to the Bunnell City Charter Providing for Residency Districts for the Election of City Commissioners. - First Reading

City Attorney Review:

Approved as to form and content.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-44

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA, PROPOSING AN AMENDMENT TO THE BUNNELL CITY CHARTER; PROPOSING A CHARTER AMENDMENT PROVIDING FOR RESIDENCY DISTRICTS FOR THE ELECTION OF CITY COMMISSIONERS; PROVIDING FOR A REFERENDUM ON THE PROPOSED CHARTER AMENDMENT; PROVIDING FOR A BALLOT TITLE AND BALLOT SUMMARY FOR SUCH REFERENDUM; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that it is advisable to submit the proposed charter amendment set forth herein to the electors of the City of Bunnell for their consideration at an upcoming election, pursuant to the City Commission's authority under Section 166.031, Fla. Stat.; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, and strikethrough shall constitute deletions to the original text.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA THAT:

Section 1. Recitals.

The above recitals and "Whereas" clauses are hereby included as findings by the City Commission of the City of Bunnell, and are otherwise fully incorporated herein.

Section 2. Charter Amendment.

The amendment to the Charter for the City of Bunnell, Florida which is appended and attached as Exhibit "A" to this Ordinance is hereby adopted by reference by the City Commission to be submitted to the electors of the City of Bunnell for referendum.

Section 3. Referendum Election.

A referendum on the proposed adoption of the Charter amendment appended hereto and adopted by reference as Exhibit "A" to this Ordinance shall be placed on the ballot for the municipal election to be held on March 8, 2022. The ballot title, ballot summary, and question numbering for the referendum are as set forth in Exhibit "A". The Charter amendment shall be effective upon approval of its corresponding ballot question in such referendum by a majority of the electors voting in such referendum.

Section 4. Directions to City Clerk and Coordination with Supervisor of Elections.

The City Clerk is hereby authorized and directed to instruct and coordinate with the

Flagler County Supervisor of Elections to include the ballot question attached hereto as Exhibit "A" on the municipal election ballot to be held in the City of Bunnell on March 8, 2022. The City Clerk is directed to see to the satisfaction of the requirements of Section 100.342, Fla. Stat., which provides that "there shall be at least 30 days' notice of the election or referendum by publication in a newspaper of general circulation in the... municipality.... The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held."

Section 5. Conflicts.

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon adoption.

First Reading: Approved on this ____ day of January 2022.

Second Reading: Adopted on this _____ day of January 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm LLP, City Attorney

Attest:

Kristen Bates, City Clerk

Seal:

EXHIBIT “A” TO ORDINANCE 2021-44

QUESTION #1

Ballot Proposal: The ballot title and ballot summary for Question #1 are as follows:

**CITY CHARTER AMENDMENT
PROVIDING FOR RESIDENCY DISTRICTS
FOR THE ELECTION OF CITY COMMISSIONERS**

Shall the Bunnell City Charter be amended to require that the City Commission divide the City into four contiguous residency districts of nearly equal population, and that starting with the March 2023 election, City Commissioners shall each qualify and be elected for the residency districts in which they reside, and be elected by the qualified voters of the entire City?

Yes
 No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question are as follows:

***(Insert Spanish Language Translation of Ballot Title and
Ballot Summary for Second Reading)***

Sí
 No

Text Revisions: Upon approval of this question at referendum, the following portions of Sections 3.01, 3.03, and 3.04 of the Bunnell City Charter are amended to read as follows:

Sec. 3.01. City Commission; powers and composition.

- A. There shall be a City Commission with all long-term and short-term planning responsibilities, contractual powers, and legislative powers of the City vested therein consisting of four (4) City Commissioners ~~at-large members~~ and the Mayor, who shall all be electors of the City.

...

Sec. 3.03. Qualification.

Candidates for the office of City Commissioner and the office of Mayor shall qualify for such office by filing a written notice of candidacy with the designated official at such time and in such manner as may be prescribed

by ordinance. Each candidate for the office of City Commissioner or Mayor shall have been, at the time of qualifying as a candidate for such office, a bona fide resident and elector of the City for a period of no less than one (1) year prior to qualifying, and shall be a registered elector of the City. Each candidate for the office of City Commissioner shall also be, at the time of qualifying as a candidate for such office, and if elected, during the term of office, a bona fide resident of the residency district in which the candidate is running.

Sec. 3.04. Election and terms.

A. No later than October 1, 2022, and at such other times as the City Commission may deem advisable, the City Commission shall, by resolution, divide the City into four (4) numbered, contiguous residency districts as nearly equal in population as practicable.

BA. Beginning with the March 2023 election, in March of every third year, two (2) City Commissioners shall be elected for two (2) of the residency districts for terms of three (3) years. Beginning with the March 2025 election, in March of every third year, two (2) City Commissioners shall be elected for the other two (2) residency districts for terms of three (3) years, and the Mayor shall be elected for a term of three (3) years. The Mayor and City Commissioners shall be elected by the qualified voters of the entire City. No City Commissioner elected prior to or at the March 2022 election shall be affected in his or her term of office by the transition to residency district elections effectuated by this subsection. The City Commission shall designate, by resolution, which numbered residency districts shall be up for election in the March 2023 and March 2025 elections. Beginning in March of 2010, in March of every third year, two (2) Commissioners and the Mayor shall be elected and in March of the following year, two (2) Commissioners shall be elected and in March of the following year, two (2) Commissioners shall be elected for terms of three (3) years. Example: In March of 2010, two (2) Commissioners and the Mayor shall be elected. Those two Commission seats and the one (1) Mayor seat would come up for election again in March 2013; and then again in March of 2016, and would continue to come to election every third year thereafter. The following year, in March of 2011, the two (2) Commissioner seats would come up for election. Those two (2) seats would come up for election in March of 2014; and then again in March of 2017, and would continue in this fashion, thus always remaining in the election the year following the election of the first two (2) Commission seats and one (1) Mayor seat.

CB. Offices will be filled by candidates receiving the highest number of votes. Commissioners and Mayor shall be seated at the first regular

meeting in April following the election date. The Commission shall set the election date by ordinance.

DG. In the event not more than one (1) person qualifies for each designated seat of the Commission or Mayor to be filled, such candidates shall be declared elected without the necessity of being voted upon in the election and shall assume office at the first regular meeting in April following the election date pursuant to [section] 3.07.

ED. City Commissioners and the Mayor are subject to the requirements of Florida's Resign-to-Run law, F.S. § 99.012, as amended from time to time.



City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 12/20/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-03 Requesting to change the official zoning map for 200± acres of land, owned by Deen Properties, LLC, Bearing the Parcel IDs: 11-12-29-0000-01031-0000 & 11-12-29-0000-04040-0000 from Flagler County, AC- Agricultural to City of Bunnell, AG&S, Agriculture & Silviculture and C-1, Conservation Districts. - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Project Christmas Proposed Rezoning Ordinance	Ordinance
Project Christmas Location Map	Location Map(s)

Summary/Highlights:

The applicants are requesting an amendment to the official zoning map to change the zoning on a 200± acre property from Flagler County, "AC- Agriculture" to City of Bunnell, "AG&S, Agriculture & Silviculture" and "C-1, Conservation".

The property is designated "Agriculture & Silviculture" and "Conservation 1" on the City of Bunnell Future Land Use Map in the Comprehensive Plan.

Background:

The applicants, Deen Properties, LLC, own a 200± acre property identified as Parcel IDs: 11-12-29-0000-01031-0000 & 11-12-29-0000-04040-0000. The parcels are located at the northeast corner of the intersection of County Road 15 and County Road 302. The contract purchasers plan to use the property for agricultural activities. This rezoning is being sought so that building permits can be obtained from the City of Bunnell.

The property is currently zoned Flagler County "AC-Agriculture". Although annexed into the City, the property did not receive a City of Bunnell zoning classification.

The proposed zoning classifications are City of Bunnell "AG&S, Agriculture & Silviculture" and "C-

1, Conservation". The purpose of the "AG&S" zoning classification is to "permit a range of agricultural and/or silvicultural uses and to accommodate very low density residential development at a concentration of one dwelling unit per five acres". The purpose of the "C-1" is to "support the ecological integrity of natural resources and wildlife. This district is intended to provide preservation of sensitive lands and to conserve important natural, ecological, and unique habitat resources".

Staff Recommendation:

Approve Ordinance 2022-03 Requesting to change the official zoning map for 200± acres of land, owned by Deen Properties, LLC, Bearing the Parcel IDs: 11-12-29-0000-01031-0000 & 11-12-29-0000-04040-0000 from Flagler County, AC- Agricultural to City of Bunnell, AG&S, Agriculture & Silviculture and C-1, Conservation Districts. - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

ORDINANCE 2022-03

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 200± ACRES, OWNED BY DEEN PROPERTIES LLC, BEARING PARCEL ID'S: 11-12-29-0000-01031-0000 AND 11-12-29-0000-04040-0000, LOCATED AT THE NORTHEAST INTERSECTION OF COUNTY ROAD 15 AND COUNTY ROAD 302 WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY "AC, AGRICULTURE" TO CITY OF BUNNELL "AG&S, AGRICULTURAL & SILVACULTURE" AND "C-1, CONSERVATION"; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Deen Properties LLC, the owner of certain real property, which land totals approximately 200± acres in size located at 445 and 487 County Road 15 and is assigned Tax Parcel Identification Numbers 11-12-29-0000-01031-0000 and 11-12-29-0000-04040-0000 by the Property Appraiser of Flagler County; and

WHEREAS, Deen Properties LLC has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell "AG&S, Agricultural & Silviculture" and "C-1, Conservation-1" zoning classifications from the existing Flagler County, "AC, Agriculture" zoning classification; and

WHEREAS, the City's Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City's *Comprehensive Plan*; and

WHEREAS, on November 22, 2021 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City's Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is approximately 200± acres in size, is located at 445 and 487 County Road 15 in the City of Bunnell.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 200± acres in size, shall be rezoned to the City of Bunnell “AG&S, Agricultural & Silviculture” and “C-1, Conservation” zoning classifications from the existing Flagler County, “AC, Agriculture” zoning classification; and

LEGAL DESCRIPTION:

40.00 ACRES S1/2 OF S1/2 OF NW1/4 REMAINDERMAN DELORES REGINA, DEEN EURA AND WILLIAM W DEEN JR OR BOOK 202 PG 180 OR 1085 PG 1819-DC OR 1185 PG 1258 ANNEX ORD 2007-30, 1592/902 & 2008-20, 1656/364

AND

160.00 ACRES SW1/4 OR 147 PG 38 & 39 REMAINDERMEN-DELORES REGINA DEEN EURE & WILLIAM W DEEN JR OR 1028 PG 1819-DC 1185/1262 ANNEX ORD 2007-30, 1592/902 & 2008-20, 1656/364

ADDRESS: 445 and 487 County Road 15 in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBERS:211-12-29-0000-01031-0000
and 11-12-29-0000-04040-0000

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon approval.

First Reading: on this 24th day of January 2022.

Second/Final Reading: adopted on this [redacted] day of [redacted] 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

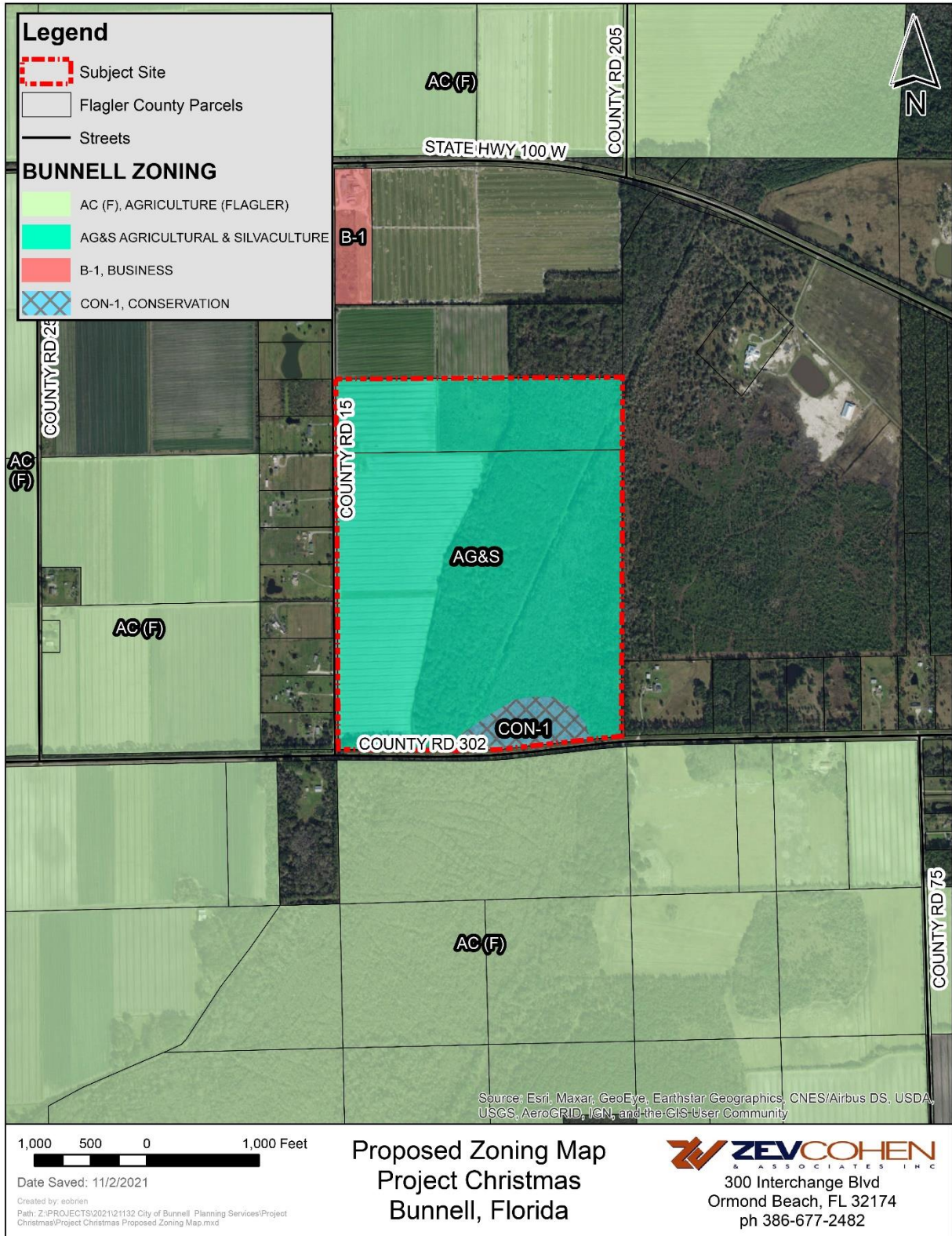
Attest:

Kristen Bates, CMC, City Clerk

Seal:

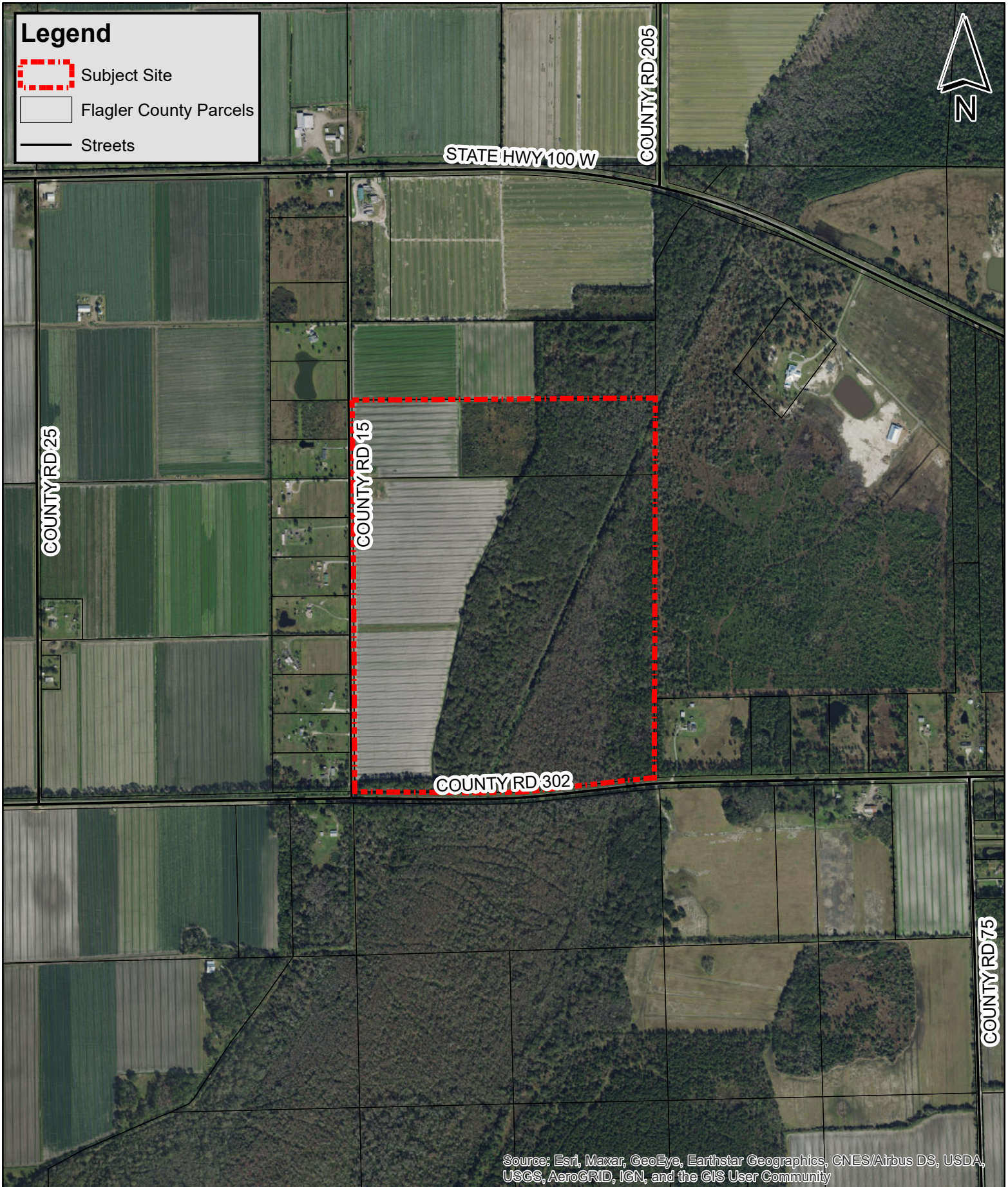
Exhibit "A"

Proposed Zoning Map

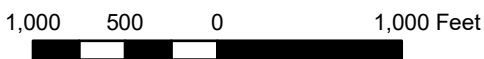


Legend

-  Subject Site
-  Flagler County Parcels
-  Streets



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Date Saved: 11/2/2021

Created by: eobrien
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Project Christmas\Project Christmas Aerial Map.mxd

Aerial Map Project Christmas Bunnell, Florida


300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 12/20/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-02 Requesting to change the official zoning map for 552.5± acres of land, owned by Middle Hawk Creek Land, LLC, Bearing the Parcel IDs: 19-13-30-1650-01060-0030, 18-13-30-0000-01020-0000, and 07-13-30-0000-03010-0030 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agricultural & Silviculture and C-1, Conservation Districts. - First Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Middle Hawk Creek LLC Proposed Rezoning Ordinance	Cover Memo
Middle Hawk Creek LLC Location Map	Location Map(s)

Summary/Highlights:

The applicants are requesting an amendment to the official zoning map to change the zoning on a 552.5± acre property from Flagler County, "AC- Agriculture" to City of Bunnell, "AG&S, Agricultural & Silviculture" and "C-1, Conservation".

The property is designated "Agricultural & Silviculture" and "Conservation 1" on the City of Bunnell Future Land Use Map in the Comprehensive Plan.

Background:

The applicant, Middle Hawk Creek Land, LLC, owns a 552.5± acre property identified as Parcel IDs: 19-13-30-1650-01060-0030, 18-13-30-0000-01020-0000, and 07-13-30-0000-03010-0030. The parcels are located on the east side of State Road 11 approximately 1.1 miles north of County Road 304. The applicant plans to use the property as a homestead and for agricultural activities. This rezoning is being sought so that building permits can be obtained from the City of Bunnell.

The property is currently zoned Flagler County "AC-Agriculture". Although annexed into the City, the property did not receive a City of Bunnell zoning classification.

The proposed zoning classifications are City of Bunnell "AG&S, Agricultural & Silviculture" and "C-1, Conservation". The purpose of the "AG&S" zoning classification is to "permit a range of agricultural and/or silvicultural uses and to accommodate very low density residential development

at a concentration of one dwelling unit per five acres". The purpose of the "C-1" is to "support the ecological integrity of natural resources and wildlife. This district is intended to provide preservation of sensitive lands and to conserve important natural, ecological, and unique habitat resources".

Staff Recommendation:

Approve Ordinance 2022-02 Requesting to change the official zoning map for 552.5± acres of land, owned by Middle Haw Creek Land, LLC, Bearing the Parcel IDs: 19-13-30-1650-01060-0030, 18-13-30-0000-01020-0000, and 07-13-30-0000-03010-0030 from Flagler County, AC-Agriculture to City of Bunnell, AG&S, Agricultural & Silviculture and C-1, Conservation Districts. - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2022-02

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 552.5± ACRES, OWNED BY MIDDLE HAW CREEK LAND LLC, BEARING PARCEL IDS: 19-13-30-1650-01060-0030, 18-13-30-0000-01020-0000, AND 07-13-30-0000-03010-0030 LOCATED ON THE EAST SIDE OF STATE ROAD 11 APPROXIMATELY 1.1 MILES NORTH OF COUNTY ROAD 304 WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, “AC, AGRICULTURE” TO CITY OF BUNNELL, “AG&S, AGRICULTURAL & SILVACULTURE” AND “C-1, CONSERVATION”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Middle Haw Creek Land, LLC, the owner of certain real property, which land totals approximately 552.5± acres in size located on the east side of State Road 11 approximately 1.1 miles north of County Road 304 within the Bunnell city limits and is assigned Tax Parcel Identification Numbers 19-13-30-1650-01060-0030, 18-13-30-0000-01020-0000, and 07-13-30-0000-03010-0030 by the Property Appraiser of Flagler County; and

WHEREAS, Middle Haw Creek Land, LLC has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell “AG&S, Agricultural & Silviculture” and “C-1, Conservation” zoning classifications from the existing Flagler County, “AC, Agriculture” zoning classification; and

WHEREAS, the City’s Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether it comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on December 7, 2021 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan*

of the City of Bunnell, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.

(b) The subject property, which is approximately 552.5± acres in size, is located on the east side of State Road 11 approximately 1.1 miles north of County Road 304 in the City of Bunnell.

(c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 552.5± acres in size, shall be rezoned to the City of Bunnell “AG&S, Agricultural & Silviculture” and “C-1, Conservation” zoning classifications from the existing Flagler County, “AC, Agriculture” zoning classification; and

LEGAL DESCRIPTION:

195.00 +/- ACRES POB NE CRNR SEC 19 SW 1920.89' SE 1320.09' SW 660.04' SE ALONG ELY ROW SR 11 1066.36' SE 3018.58' SE 909.18' NE 5334.82' TO POB AS DES AS TRACT 4 OR 2593/881,883

AND

297.48 ACRES ALL LYING EAST OF SR #11 OR BK 84 PAGE 691 CCA REL 425/776-ERROR IN LEGAL OR 546/1668 & 1670 OR 721/1397 ANNEX ORD 2007-30, 1592/902 & 2008-20, 1656/364 DES AS TRACT 2 & 3 PER OR 2593/881,883

AND

60.00 +/- ACRES DES AS TRACT 1 PER DEED POB SE CRNR OF SEC 7
THENCE NW 1323.62' NW 1764.56' TO ELY ROW SR 11 SW ALONG ELY ROW
1413.14' NE 1996.21' TO POB DESC AS TRACT 1 OR 2593/881,883

ADDRESS: N/A

TAX PARCEL IDENTIFICATION NUMBERS: 19-13-30-1650-01060-0030,
18-13-30-0000-01020-0000, and 07-13-30-0000-03010-0030

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken

herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon adoption.

First Reading: on this 24th day of January 2022.

Second/Final Reading: adopted on this _____ day of _____ 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

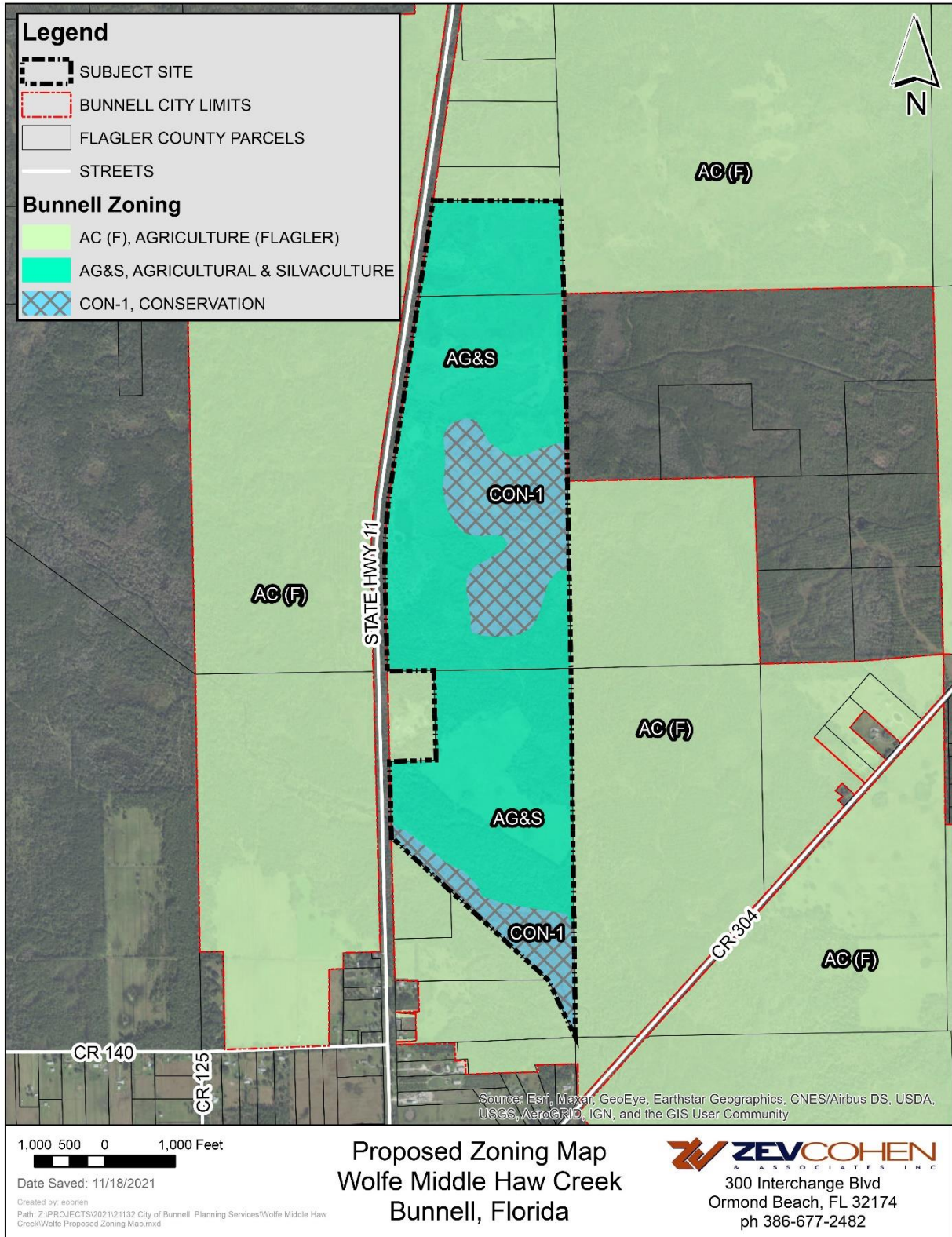
Attest:

Kristen Bates, CMC, City Clerk





Seal:

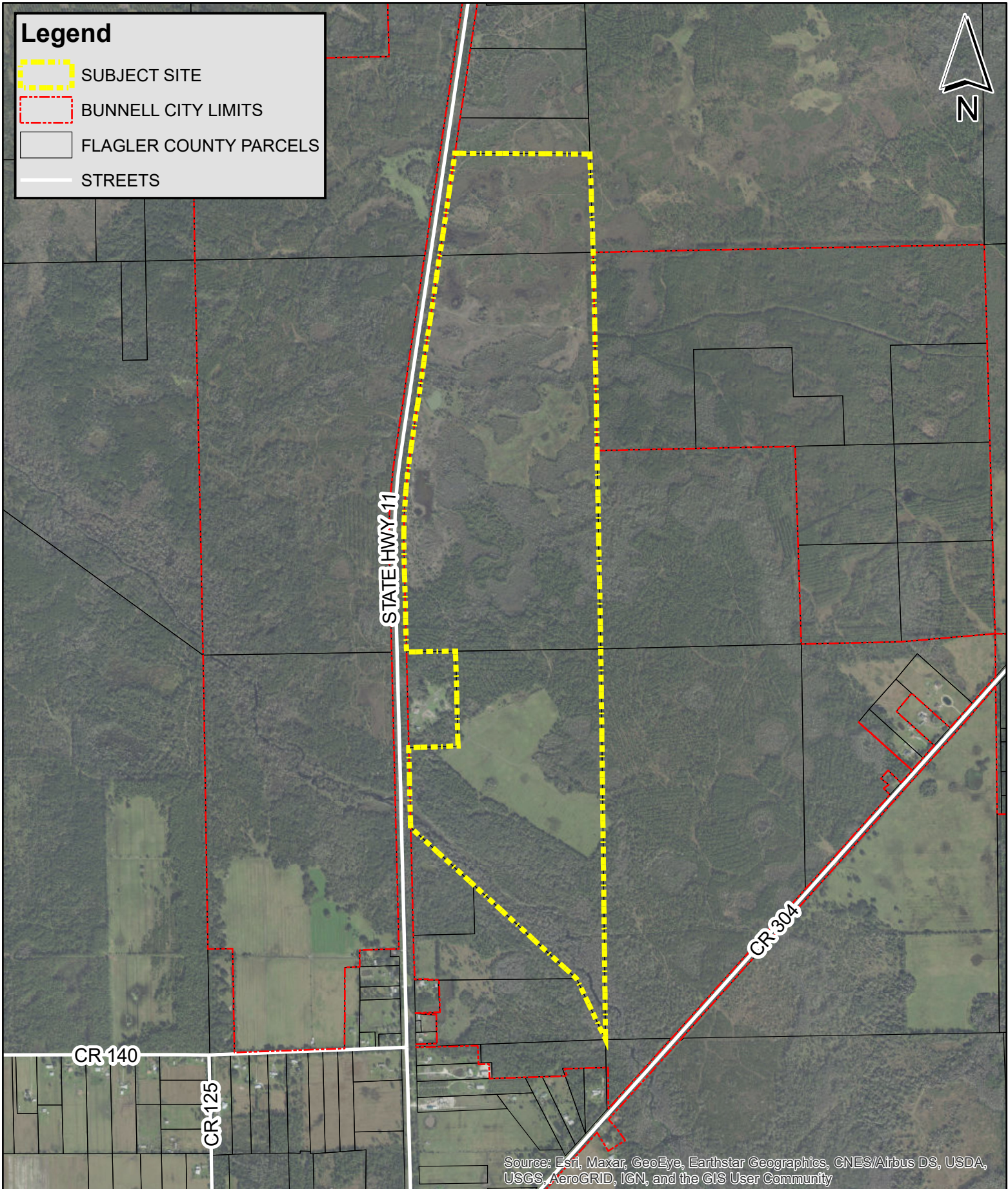
Exhibit "A"

Proposed Zoning Map



Legend

-  SUBJECT SITE
-  BUNNELL CITY LIMITS
-  FLAGLER COUNTY PARCELS
-  STREETS



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

1,000 500 0 1,000 Feet



Date Saved: 11/29/2021

Created by: eobrien

Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Wolfe Middle Haw Creek\Wolfe Aerial Location Map.mxd

Aerial Location Map Wolfe Middle Haw Creek Bunnell, Florida



300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 1/6/2022 Amount: \$36,010.08
Department: City Manager Account #:
Subject: Approval of Business Incentive Request- VRE Hold Co. Inc
Agenda Section: New Business:
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
VRE Hold CO, Inc. Business Incentive	Exhibit

Summary/Highlights:

The City of Bunnell adopted Resolution 2019-23, consistent with Section 166.021(8), Florida Statutes to implement a City of Bunnell Business Incentive Program, for the purpose of providing economic development grants for private enterprises which meet the criteria established under the Resolution.

Background:

VRE Holding Company, Inc has submitted an application requesting a Business Incentive Grant for Speculative Buildings.
The applicant will build a 15,000 SqFt Spec Building for Office/Retail space, the estimated capital investment is \$1,7615,526.30 The applicant scored 8 points under the New Industry Category. This category is eligible 75% of four years incentive.

Staff Recommendation:

City Attorney Review:

Commission discretion. This request appears to meet the requirements of Resolution 2019-23.

Finance Department Review/Recommendation:

Approve

City Manager Review/Recommendation:

Approved.

ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
VRE Hold Co, Inc

Calculations based on City Millage

Category: Speculative Space

POINTS AWARDED

Target Industry: Office/Retail	2
Capital Investment: \$1,615,526.30	
Facility Size: 15,000 SqFt	1
Job Creation:	
Wages: Average wage	
CRA	
City Resident:	0
Proximity to Utilities:	5
Total Points	8

The applicant scored 8 points under the Speculative Building Category.

Total Value of Capital Improvements	\$1,615,526.30
Multiplied by City Millage rate	0.00743
Annual Ad Valorem Tax (general city portion)	\$ 12,003.36
75% Annual Ad Valorem Tax(gen. city portion)	0.75
Total Estimated Rebate Per Year	\$ 9,002.52
Multiplied by # Eligible Years	4
Ad Valorem Tax (general city portion) Estimate =	\$ 36,010.08

Total Estimated Value of New Tangible Assets	
Multiplied by City Millage rate	0.0074
Annual new tangible business personal property tax (general city portion)	0
50% Annual new tangible business oersonal property tax(gen. city portion)	0.5
Total Estimated Rebate Per Year	0
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general city portion)	0

REBATE SCHEDULE & PAYOUT:

Total Maximum Possible Incentive:	\$ 36,010.08
Rebate will consist of 7 annual installments of:	\$ 5,144.30



2. PROJECT OVERVIEW

A. Which of the following best describes the Applicant:

- New business to Bunnell
- Existing Bunnell business creating and/or retaining jobs
- Speculative Space

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other locations in connection with this Project (on a Full-Time Equivalent Job Basis)?

C. Please describe the Project, including the specific business activity(ies) of the Project:

New Spec. Building - 15000 sq ft office/retail designed for new/current businesses

D. What is the anticipated commencement date of the Project?

July 2022

E. Break down of the Project's primary business activity(ies) and the corresponding wages:

Applicant's Activities	6 Digit NAICS Code(s)	Project Function (total = 100%)	Average Annualized Wage (\$)
<i>owner/lessor of nonresidential buildings</i>	<i>531120</i>	<i>100 %</i>	<i>\$</i>
		%	\$
		%	\$

F. Please provide the address of the proposed permanent location of the Project:

Street Address *3359 + 3371 N Stark St.*

City *Bunnell*

State *IL*

Zip Code *32110*

G. Will the Project be located in a current underutilized business zone or CRA.

Yes No

H. Which of the following best describes the location of the Project:

- Regional headquarters If it is a regional headquarters, what region?
- National headquarters
- International headquarters
- Not applicable

I. Please provide an estimate of the percentage of goods or services from this Project that will be sold or delivered to customers outside the City of Bunnell: _____ %

unknown



3. JOB AND WAGE OVERVIEW

- A. How many new Full-Time Equivalent (FTE) Jobs are projected to be created as part of this project?
- B. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Bunnell jobs created as part of this Project?² \$
- C. What is the projected annualized average cost to the Applicant of benefits for each new Full-Time Equivalent created as part of this Project? \$
- D. Please indicate the benefits that are included in the above calculation (e.g., health insurance, 401(k) contributions, paid vacation and sick leave, etc.)?

4. CAPITAL INVESTMENT OVERVIEW

- A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.):
- B. Identify whether the Project be located in a/an:
- Leased space with renovations or build out
 - Newly constructed building(s) on newly acquired land
 - Newly constructed building(s) on previously acquired land
 - Newly acquired existing building(s) with renovations
 - Addition to previously acquired existing building(s)
 - Other (please describe in 4A above)
- C. List the projected capital investment to be made in Bunnell in connection with this Project (by type and year):

Calendar Year :	2020		2022			Total
Land or Building Purchase	\$394,462.30		\$	\$	\$	\$394,462.30
Construction / Renovations	\$	\$	\$1,400,000.00	\$	\$	\$1,400,000.00
Manufacturing Equipment	\$	\$	\$	\$	\$	\$
R&D Equipment	\$	\$	\$	\$	\$	\$
Other Equipment (computer equipment, office furniture, etc.)	\$	\$	\$	\$	\$	\$
Total Capital Investment	\$	\$	\$	\$	\$	\$1,794,462.30

- D. What is the estimated square footage of the new or expanded facility?

15000 sq ft.

178,931 (current property)

² All cash payments to the employees (other than reimbursements of business expenses) should be included.
Revised 11/19

Page 3 of 6
\$1,615,526.30
Total CI



6. DISCLOSURE

A. In the past 10 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic, foreign or military court to any Felony or Misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery or a conspiracy to commit any of these offenses?

Yes No If yes, explain?

B. Is (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, or (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction or (b) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

Yes No If yes, explain?

C. In the past 5 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled (a) been named as a DEFENDANT in any civil litigation or arbitration in any jurisdiction, (b) had an application for license, or a license or its equivalent, to practice any profession or occupation denied, suspended or revoked in any jurisdiction, or (c) been subject to a bankruptcy or insolvency petition in any jurisdiction?

Yes No If yes, explain?



7. CONFIDENTIALITY

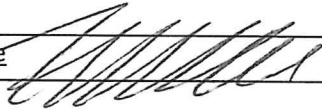
In accordance with Section 288.075 of the Florida Statutes, the Applicant may request that the City of Bunnell maintain the confidentiality of all information regarding this project (including information contained in this application) for the lesser of a 12 month period after the date of this application (which may be extended for an additional 12 months upon request), 6 months after the issuance of the final project order approving the project or until the information is otherwise disclosed.

Please indicate whether the Applicant is requesting confidential treatment of this project in accordance with Section 288.075 of the Florida Statutes. (Does not apply to SDST sales tax exemption applicants.)

Yes No

8. SIGNATURES

The undersigned person hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this Application, that he or she has read this Application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this Application, and all information submitted in connection herewith, is complete and accurate and contains no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.

Signature 	Date 12/29/21
Name Terry M. McAliff Jr.	
Title Owner / president	
Company VRE Holdco	

Alvin B. Jackson Jr

From: Katie Crooke <crooked@gmail.com>
Sent: Wednesday, January 12, 2022 12:57 PM
To: Alvin B. Jackson Jr
Subject: updated cost for

Good afternoon, Dr. Jackson.

Sorry it took a bit. I wanted to make sure my numbers were correct. The amount of the property specific to this incentive application is \$178,937.00

If you need anything else for me or if you need to revise the document and resend, please let me know.

I cannot express all my thanks enough for all your kindness and assistance.

Thank you!

Katie

Current Property
Value

City Manager's Monthly Report



Dr. Alvin B. Jackson, Jr.
City Manager
For December 2021

Published: January 2022

Christmas in Bunnell: December 10, 2021



Christmas in Bunnell: December 10, 2021



Christmas in Bunnell: December 10, 2021



City Commission Mission Statement

The City Commission of the City of Bunnell is dedicated to providing its citizens, businesses and visitors with quality services that ensure Life, Liberty and the Pursuit of Happiness!

A hand holding a blue marker next to the text "WHY ARE WE HERE?". The text is written in a blue, hand-drawn font.

Core Values

The following are the core values for the City of Bunnell:

- Loyalty to the team, the objectives, and the mission.
- Teamwork. Cultivate a “we environment.” - Be passionate team player.
- Communication. Share information freely, maintain an on-going dialog.
- Respect individual strengths; Embrace diversity.
- Empathy. Care about people.
- Always determine what is important to team members.
- Honor everyone. Demonstrate respect for all persons.
- Say “thank you.” Show appreciation in every way possible.
- Self-Control. Stay open, ask questions & maintain clam demeanor in the face of every challenge.
- Have a forgiving spirit.
- Professionalism always. Maintain a positive attitude & a pleasing personality.
- Cultivate creativity.
- Seek great personal satisfactions in helping others succeed.
- Be an active listener– quick to hear, slow to speak.
- Be a person of fairness & justice to all.
- Have an action plan, including results oriented goals with measurable outcomes.
- Create a culture of warmth & belonging, where everyone is welcome.
- Have fun; create an environment where employees can think big & excel.
- Integrity: to be honest, open, ethical & fair.
- Fiscal accountability: to be good stewards of agency funds.

Mission Statement

The City of Bunnell will provide its residents, businesses, visitors, partners and staff with value centric leadership to create a safe, sustainable, attractive, strong and vibrant community while building on our rich heritage as the foundation to improve the City's economic future and to achieve the highest possible quality of life for the overall community through the exemplary services we provide.

Vision Statement

The City of Bunnell commits to building on its heritage, while enhancing a high quality of life for all its citizens. We pledge to work in collaboration with our residents and business community to foster pride in the City, develop a vibrant and diverse economy and a thoughtful plan for the future.

Park Updates, Facility Rentals and Garage Sale Permits

All City parks are open. Parks operate during daylight hours (ie. dawn to dusk).

The City is accepting applications for the rental of parks and other available facilities. Applicants are required to turn in a completed application AND include a COVID/Social Distancing plan or measures that will be taken with the application. If no plan is provided, the rental will not be approved.



FACILITY ALERTS

- Coquina City Hall located at 200 S. Church Street is not currently available to rent.
- Due to on-going vandalism, the bathrooms at JB King Park have been closed for safety and sanitary reasons. Once they can be restored to a useable and sanitary condition, they will be re-opened. We appreciate your understanding in this matter while we work to restore all damage.

Garage Sale Permits:

The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department and provide a COVID/Social Distancing Plan. Per the City Code of Ordinance, there is a limit on the total number of garage sale permits that can be issued to a property/address point in a calendar year.

Information Technology

Spectrum completed the internet connection to the water plant. Moved all of the servers from the Admin building to the water plant and reconfigured the network. Sent the Spectrum equipment from the water plant back to spectrum to disconnect the old circuit. Still have to maintain the connection to the Admin building for the PD.

The PD office trailer awaiting the installation of connectivity and telephone service to the trailer to finalize everything. Received quotes for alarm monitoring, access control, and cameras at the new trailer. The Locksmith has been to the facility and refitted the locks, and electric door strikes for the access control system.

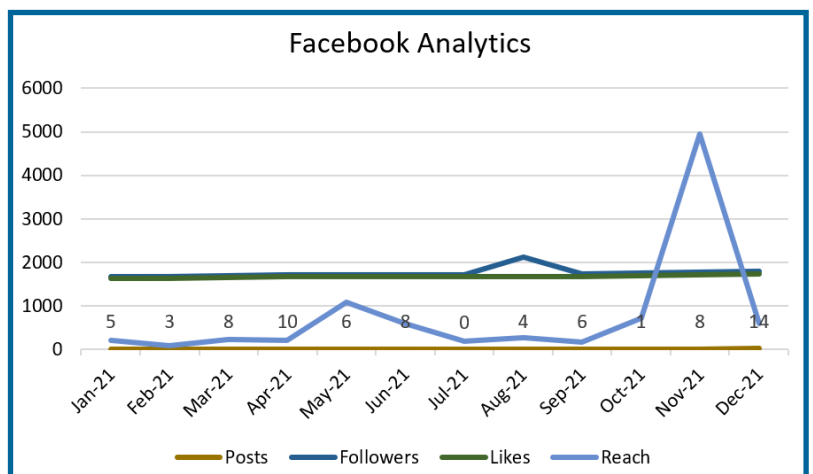
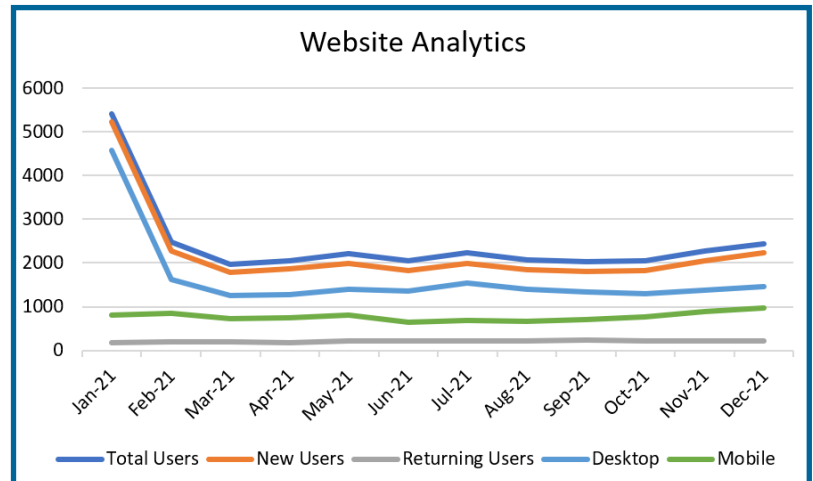
After speaking with many vendors, found one willing to install security cameras at JB King park. These were installed in late December. Hopefully we can identify and prosecute those who are vandalizing our park.

The e-waste recycler picked up the initial load of equipment. All were non fixed assets. Will likely have a smaller load of equipment as the various buildings are decommissioned.

In this year's IT budget is an upgrade to the document imaging system built into our financial software. The upgrade will allow Community Development, Code Enforcement, and Clerk's Office (for BTRs) to attach documents as other departments do now. Tyler Technologies completed the conversion of the 57000+ documents we have stored in the system to the new system. Our training is scheduled for the first week in January. But the feedback I am getting from the departments thus far is positive.

Top 10 web pages:

- | | |
|-------------------|--------------------------|
| 1. Home Page | 6. Agendas |
| 2. Police | 7. Building Permits |
| 3. Open Positions | 8. Contacts Directory |
| 4. Chief's Corner | 9. Human Resources |
| 5. Shift Briefing | 10. Christmas in Bunnell |



City Clerk Office

The City Clerk Office published agendas for all the City's Public meetings: 2 City Commission Meetings, Code Enforcement Board Meeting and the Planning Zoning and Appeals Board Meeting.

The Clerk's Office also worked on the following issues throughout the month:

- Working on continuing facility repair issues– Public Works Yard and on-going vandalism at City parks.
- Working on the 2022 Municipal Elections.
- Going through official records to get ready to destroy those eligible for destruction per State guidelines.
- Working with NEFRC for the required amendments and EAR for the City's 2030 Comprehensive Plan and consulting with City Planner on development issues within the City.
- 27.25 hours processing records requests.
- Planning & hosting of Christmas in Bunnell.
- Meeting with Smart North Florida to strategize solutions for City needs.
- Planning for the 2022 Commission Advance.

Business Tax Receipts (BTRs)

It is Business Tax Receipt (BTR) Renewal season. Since 2013, the City has had an Interlocal Agreement with the Flagler County Tax Collector Office for processing BTR renewals. The Flagler County Tax Collector Office sent out the FY 21/22 notices or e-mails in July.

Businesses need to pay their FY21/22 BTR fees through the Flagler County Tax Collector Office by September 30, 2021. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR if not paid by **September 30th**. The required penalties are as follows: 10% October 1st; 15% November 1st; 20% December 1st; and 25% January 1st.

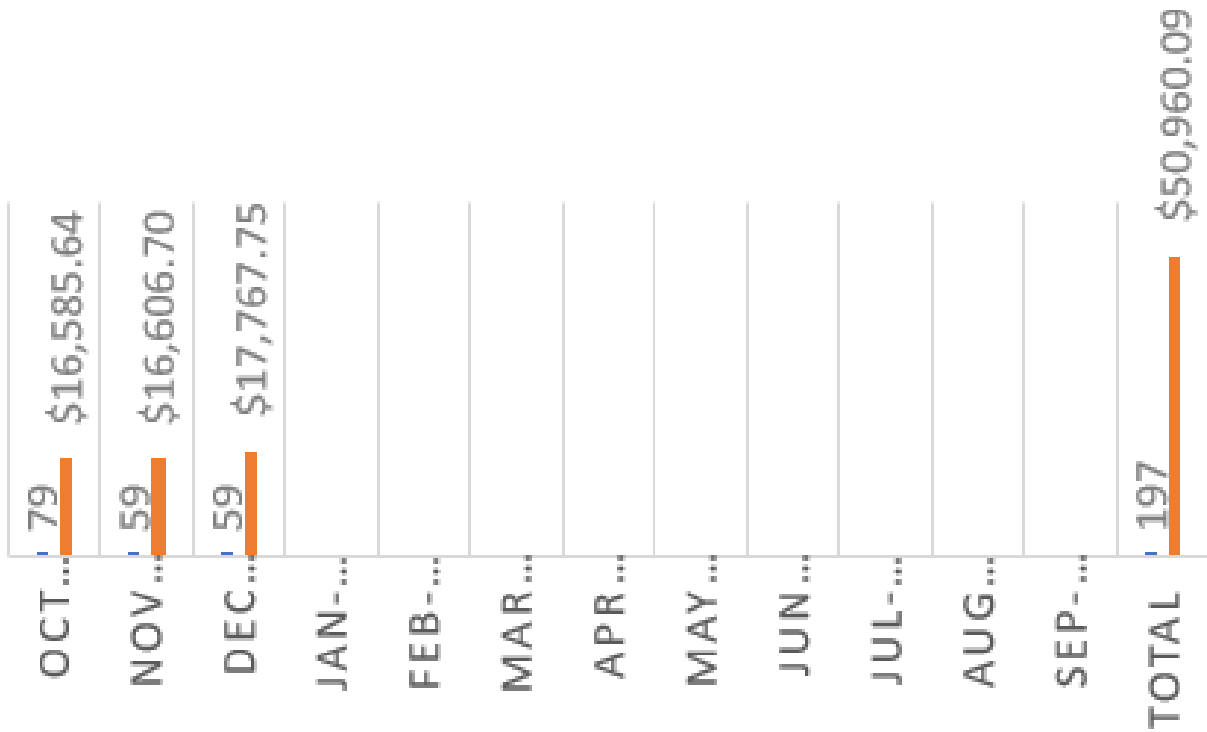
The City processed a check in the amount of \$4,049.05 for BTR renewals.

Any business who has questions about their BTR should call 386-437-7500 x 5

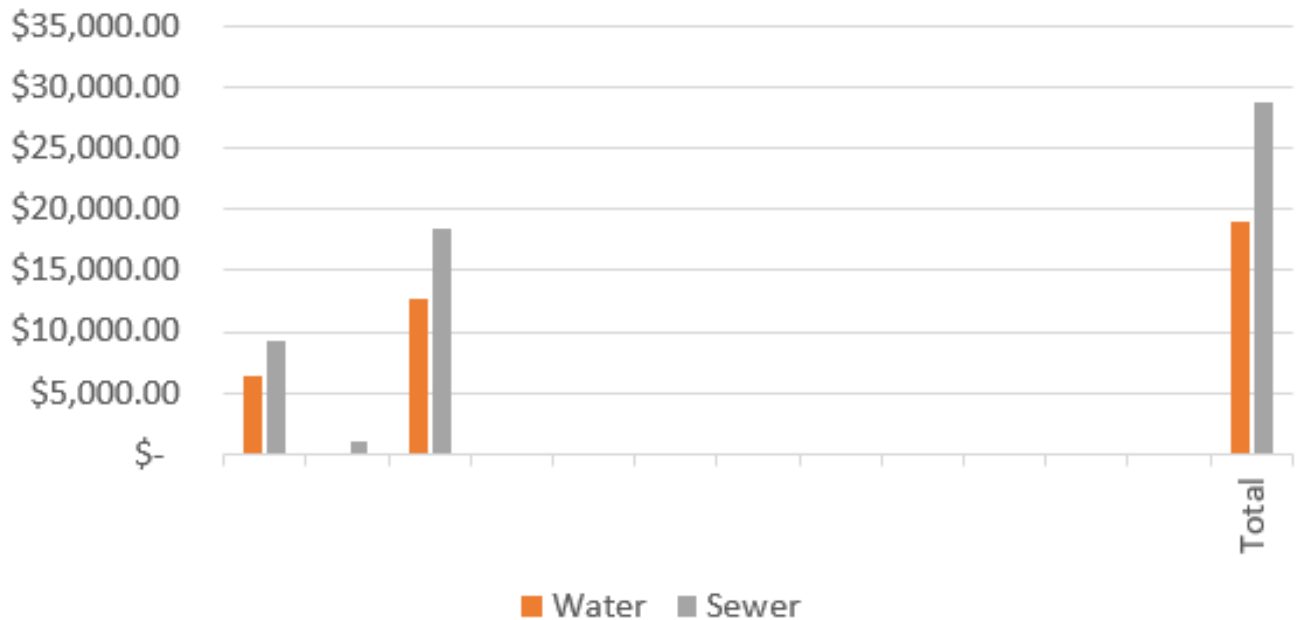
Community Development

PERMITS

■ # of Permits

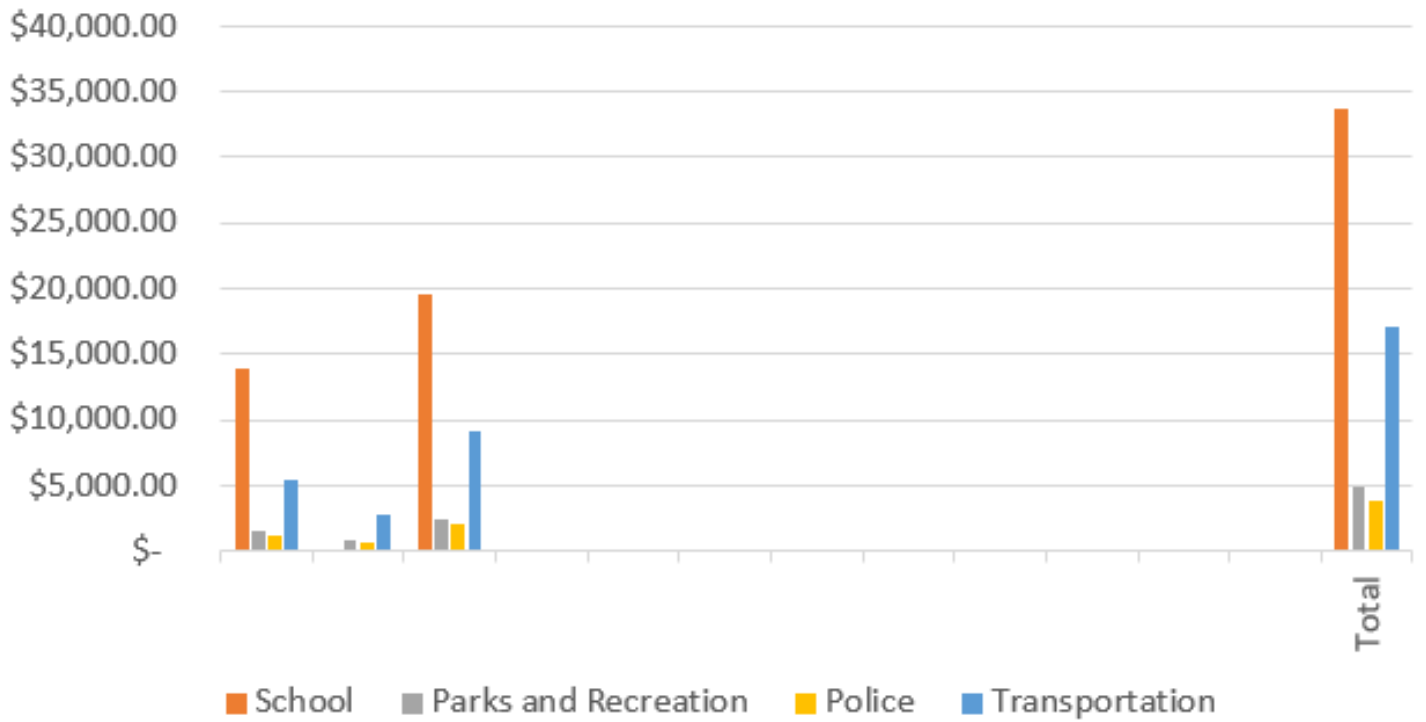


Impact fees Water/Sewer

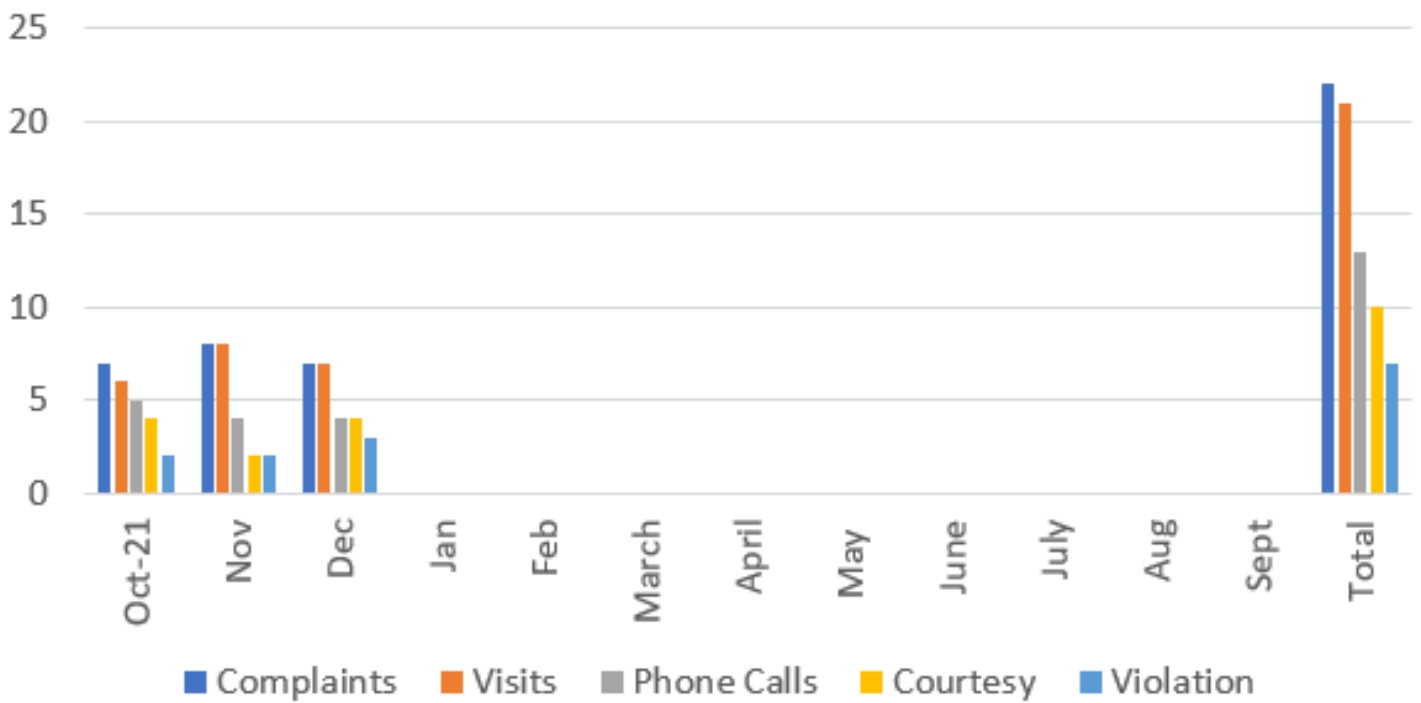


Community Development

Impact Fees General Fund



Code Enforcement



Projects

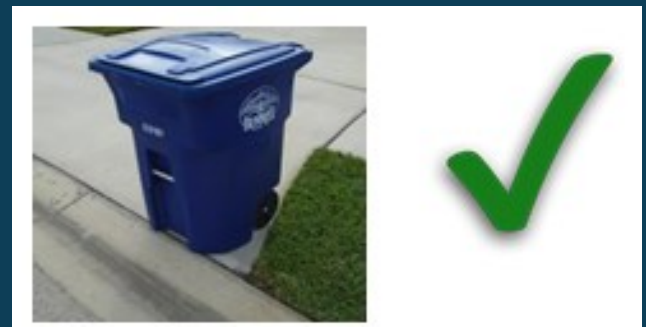
Grant Projects:	Expense	Grant Amt
Community Development Block Grant (CDBG): Agreement attachments and forms sent to DEO for approval.		\$700,000
Hazard Mitigation Grant Program (HMGP): Generators tested at select lift stations.	\$166,550	\$122,411
2022 REDI - Sewer Slip Lining Rehabilitation - Phase 4: Construction proposal approved by Commission. Scheduling in process.		\$500,000
HMGP COVID-19 Pandemic (DR-4486) - Westside Phase 3: Flagler LMS approved project and letter received. Application submitted for Westside Stormwater Phase 3 project funding.		\$350,000
Master Plan Projects:		Funding Amt
WWTP Rehab/Expansion Construction Funding: USDA / SRF Loan Application submitted.		\$12,000,000
Water Protection Grant Funding This grant funding opportunity became available through Florida Department of Environmental Protection's Protect FL Together program. The amount applied for is 50% of the estimated construction cost with a required 50% local match. Could be used with SRF loan if awarded both. Notice of selection for project funding received. Agreement in process.		\$7,080,000
In-House Projects:	Expense	Budget
None		

Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	109.31 Tons	8.41
Residential Recycle	35.74 Tons	2.75
Yard Waste	84 Yards	4.2
Commercial Garbage	219.50 Tons	16.88
Commercial Cardboard	21.81 Tons	16.88
Scrap Metal	5.99 Tons	1.71
Construction & Demolition and Bulk debris	26.37 Tons	7.53

Cart Placement Regulations and Guidelines

- ⇒ Face lid opening of cart toward the street (handles & wheels facing house)
- ⇒ Place front of cart within 3 feet of street edge
- ⇒ Allow 2 feet of clearance on each side of all carts and ANY obstruction
- ⇒ Do NOT fill carts with construction debris, dirt or yard waste
- ⇒ It is recommended to place carts out the night before. The driver is not able to turn around if your cart is not out when the truck is on your street.
- ⇒ Do not place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.



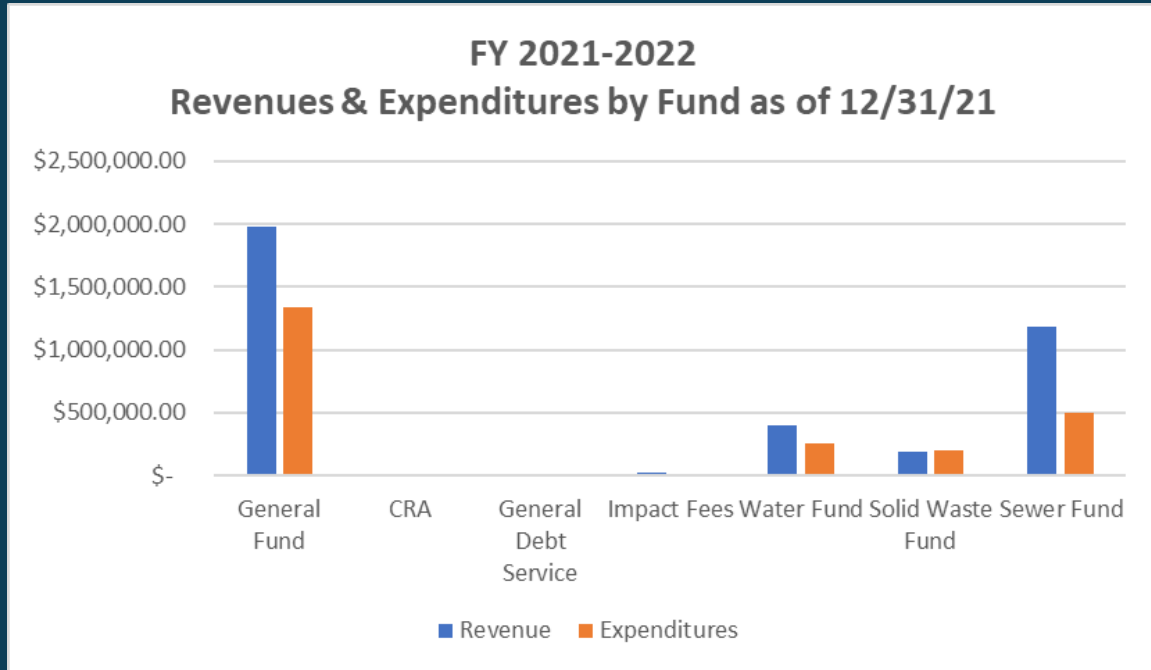
Failing to follow the guidelines may result in service interruption (i.e. the City won't be able to collect your solid waste that day)

Solid Waste Fiscal Year Comparisons

	FY 19/20	FY 20/21	FY 21/22 (as of 12/31/2021)
Commercial Solid Waste	1960.54 Tons	1995.58 Tons	561.10 Tons
Residential Solid Waste	1380.89 Tons	1546.61 Tons	393.34 Tons
Cardboard & Recycle	585.98 Tons	623.3 Tons	149.62 Tons
Yard Waste	1593.00 Yards	1153 Yards	258 Yards
Construction & Debris (C&D)	315.51 Tons	574.58 Tons	59.72 Tons
Scrap/Misc.	12.789 Tons	4.27 Tons	5.99 Tons
Yearly Total	5848.71	5897.34	1427.77

Finance Department

December was the third month of Fiscal Year 2021/2022. The approved 2021/2022 budget, including amendments, totals \$29,678,521 and includes all anticipated revenues, cash forward, expenditures and reserves of the city from October 1, 2021 through September 30, 2022. The chart shows year to date revenues and expenditures by fund.



General Fund – The General Fund has total revenue of \$1,983,864 while expenditures currently total \$1,332,269. The General Fund’s primary source of revenue is Ad Valorem (Property Taxes) and receipts generally occur at the end of November or beginning of December. The purchase of land on Commerce Parkway for the future City Admin/Police Headquarters occurred this month.

CRA Fund – The balance in the CRA Fund is \$3,639. There are no revenues or expenditures anticipated in the fund for FY 2021/2022.

General Debt Service Fund – The General Debt Service Fund accounts for the debt service payments required for the Municipal Complex. Revenues are recorded monthly and are transfers from the General Fund. Payments are made quarterly in accordance with the loan documents.

Impact Fees – This fund accounts for Law Enforcement, Parks and Recreation and Transportation Impact Fees. Collections occur at the time a building permit is issued. Proceeds are required to fund capital needs necessary to accommodate new growth.

Water Fund – The Water Fund has total revenue of \$395,418. The expenditures total \$259,517.

Solid Waste Fund – The Solid Waste Fund has revenues of \$188,587 and expenditures of \$196,772.

Sewer Fund – The Sewer Fund has total revenue of \$1,184,266, of which, \$737,006 is the City’s first distribution of ARPA funds which will be used as part of the WWTP expansion project. The expenditures total \$501,633.